



## ***BWRDD GOFAL CYMDEITHASOL, IECHYD A LLES Y CABINET***

***Yn syth Yn dilyn y Pwyllgor Craffu ar  
DYDD IAU, 25 GORFFENAF 2019***

### ***YSTAFELLOEDD PWYLLGOR A B – CANOLFAN DDINESIG CASTELL-NEDD***

1. Periodi cadeirydd
2. Datganiadau o fudd
3. Cofnodion y Cyfarfod Blaenorol (*Tudalennau 5 - 8*)
4. Blaenraglen Waith 2018-19 (*Tudalennau 9 - 12*)
5. Llythyr Blynddol Adolygiad o Berfformiad yr Awdurdod Lleol gan Arolygiaeth Gofal Cymru (*Tudalennau 13 - 22*)  
Adroddiad gan Gyfarwyddwr y Gwasanaethau Cymdeithasol, Iechyd a Thai
6. Arolygiad Arolygiaeth Gofal Cymru ac Arolygiaeth Iechyd Cymru o Wasanaeth Oedolion Hyn Cyngor Bwrdeistref Sirol Castell-nedd Port Talbot Cyngor Bwrdeistref Sirol Castell-nedd Port Talbot (*Tudalennau 23 - 48*)  
Adroddiad gan Bennaeth y Gwasanaethau I Oedolion
7. Cynllun Busnes Blynyddol ar y Cyd Bwrdd Diogelu Gorllewin Morgannwg 2019/20 (*Tudalennau 49 - 68*)  
Adroddiad gan Gyfarwyddwr y Gwasanaethau Cymdeithasol, Iechyd a Thai
8. Cytundeb Adran 33 ar gyfer Cartrefi Gofal yn Ardal Gorllewin

Morgannwg (*Tudalennau 69 - 140*)

Adroddiad gan Gyfarwyddwr y Gwasanaethau Cymdeithasol, Iechyd a Thai

9. Rhaglen y Grant Tai Cymdeithasol, y Grant Cyllid Tai a'r Grant Ailgyrchu Cyfalaf ar gyfer 2018-21 (*Tudalennau 141 - 148*)  
Adroddiad gan Bennaeth y Gwasanaethau I Oedolion
10. Gwasanaethau Plant a Phobl Ifanc - Blwyddyn Lawn (2018 - 19)  
Adroddiad Perfformiad (*Tudalennau 149 - 194*)  
Adroddiad gan Bennaeth y Gwasanaethau I Oedolion
11. Cytundeb (Cydweithredol) Rhyngasiantaeth sy'n ymwneud a darparu Gwasanaeth Eirioli Rhanbarthol i'w gyflwyno ym Mwrdd Partneriaeth Rhanbarthol Gorllewin Morgannwg (*Tudalennau 195 - 244*)  
Adroddiad Preifat gan Bennaeth y Gwasanaethau Plant a Phobl Ifanc
12. Eitemau brys  
Unrhyw eitemau brys (boed yn gyhoeddus neu wedi'u heithrio) yn ôl disgrisiwn y Cadeirydd yn unol ag Offeryn Statudol 2001 Rhif 2290 (fel y'l diwygiwyd).
13. Mynediad i gyfarfodydd  
Penderfynu gwahardd y cyhoedd o'r eitemau canlynol yn unol â Rheoliad 4 (3) a (5) Offeryn Statudol 2001. Rhif 2290 a'r paragraffau eithriedig perthnasol o Ran 4 Atodlen 12A o Ddeddf Llywodraeth Leol 1972.

## **Rhan 2**

14. Adroddiad y Rheolwr am Gartref Diogel i Blant Hillside (Yn eithriedig dan baragraff 13) (*Tudalennau 245 - 282*)  
Adroddiad Preifat gan Gyfarwyddwr y Gwasanaethau Cymdeithasol, Iechyd a Thai
15. Rheoliadau Gwasanaethau Rheoleiddiedig (Darparwyr Gwasanaethau ac Unigolion Cyfrifol) (Cymru) 2017 (Yn eithriedig dan Baragraff 13) (*Tudalennau 283 - 324*)  
Adroddiad Preifat gan Gyfarwyddwyr y Gwasanaethau Cymdeithasol, Iechyd a Thai

16. Y Gwasanaeth Adnewyddu ac Addasu Tai yn Ad-dalu arian y Grant Cyfleusterau i'r Anabl (Yn eithriedig dan Baragraff 14) (*Tudalennau 325 - 336*)  
Adroddiad Preifat gan Bennaeth y Gwasanaethau I Oedolion
17. Y Gwasanaeth Adnewyddu ac Addasu Tai yn Ad-dalu arian y Grant Atgyweirio Grwp (yn eithriedig gan baragraff 14) (*Tudalennau 337 - 350*)  
Adroddiad Preifat gan Bennaeth y Gwasanaethau I Oedolion
18. Y Gwasanaeth Adnewyddu ac Addasu Tai-Adroddiad Gwasanaeth (Yn eithriedig dan Baragraff 14) (*Tudalennau 351 - 364*)  
Adroddiad Preifat gan Bennaeth y Gwasanaethau I Oedolion

**S.Phillips**  
**Prif Weithredwr**

**Canolfan Ddinesig,  
Port Talbot**

19 Gorffennaf 2019

**Aelodau'r Cabinet:**

**Cynghowyr:** A.R.Lockyer a/ac P.D.Richards

***Nodiadau:***

- (1) *Os nad yw unrhyw aelod o Fwrdd y Cabinet yn gallu bad yn bresennol, gall unrhyw aelod arall o'r Cabinet gyflenwi fel aelod etholiadol ar y pwyllgor. Gofynnir i'r aelodau wneud y trefniadau hyn yn uniongyrchol ac yna I hysbysu is adran y pwyllgor..*
- (2) *Ystyrir barn y Pwyllgor Craffu blaenorol wrth wneud penderfyniadau (proses craffu cyn penderfynu)*

Mae'r dudalen hon yn fwriadol wag

**EXECUTIVE DECISION RECORD**

**SOCIAL CARE, HEALTH AND WELLBEING CABINET BOARD**

**10 JUNE 2019**

**Cabinet Members:**

Councillors: A.R.Lockyer and P.D.Richards (Chairperson)

**Officers in Attendance:**

A.Jarrett, A.Thomas, J.Hodges, N. Jones and J.Woodman-Ralph

**Scrutiny Invitees:**

Councillors: L.Purcell (Chairperson)  
C.Galsworthy (Vice Chairperson)

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1. **APPOINTMENT OF CHAIRPERSON**

Agreed that Cllr. P.D. Richards be appointed Chairperson for the meeting.

2. **MINUTES OF PREVIOUS MEETING HELD ON THE 2 MAY 2019**

That the Minutes of the previous meeting held on the 4 April 2019, be approved.

3. **REVISED ADULT SERVICES RESPITE ALLOCATION POLICY**

**Decision:**

That approval be granted to undertake a 90 day public consultation on the Adult Services Respite Allocation Policy as detailed in Appendix 1 to the circulated report.

### **Reason for Decision**

To take into account the social care resources available when undertaking an assessment or reassessment of individuals' needs, to ensure a sustainable range of good quality adult social care services are available to meet the needs of the most vulnerable citizens of Neath Port Talbot, and contribute towards the budgetary savings identified in the Council's Forward Financial Plan.

### **Implementation of Decision:**

The decision will be implemented after the three day call in period.

### **Consultation:**

The policy is subject to public consultation.

## **4. VACANT PROPERTY AT GELLIGRON HOUSE, GELLIGRON DAY CENTRE AND GELLIGRON REHAB UNIT**

### **Decisions:**

1. That Gelligron House, Gelligron Day Centre and Gelligron Rehab Unit at Gelligron Road, Pontardawe, SA8 4LU be declared surplus to the operational requirements of the Social Services, Health and Housing Directorate.
2. That the responsibility be transferred to the Head of Property and Regeneration.

### **Reason for Decisions:**

To declare Gelligron House, Gelligron Day Centre and Gelligron Rehabilitation Unit at Gelligron Road, Pontardawe, SA8 4LU as being surplus to the operational requirements of the Social Services, Health and Housing Directorate and transfer responsibility to the Head of Property and Regeneration.

### **Implementation of Decisions:**

The decisions will be implemented after the three day call in period.

5. **WEST GLAMORGAN REGIONAL STRATEGIC FRAMEWORK FOR MENTAL HEALTH SERVICES FOR ADULTS**

**Decision:**

That approval be granted for the West Glamorgan Regional Strategic Framework for Mental Health Services for Adults: Our Strategic Framework for Mental Health Services for Adults.

**Reason for Decision:**

The Strategic Framework will help to ensure that the Council is best placed to work with its West Glamorgan partners to deliver the optimum model of service, as developed with service users, carers and professionals. The optimum model will support the Council in further improving experiences for people requiring mental health services, their carers and families and to ensure that we have a forward thinking psycho-social model of support.

**Implementation of Decision:**

The decision will be implemented after the three day call in period.

**Consultation:**

Significant consultation and engagement has taken place in the development of the Strategic Framework. The approach to consultation and engagement was co-designed and co-produced with the elected service user and carer representatives from the ABMU HB Together for Mental Health Local Partnership Board, using the "In Your Shoes" methodology.

The main findings from the engagement and consultation process is located at Appendix 4 to the circulated report.

6. **ACCESS TO MEETINGS**

**Decision:**

That pursuant to Regulation 4 (3) and (5) of Statutory Instrument 2001 No. 2290, the public be excluded for the following item of business which involved the likely disclosure of exempt information as defined in the Paragraph 13 of Part 4 of Schedule 12A to the Local Government Act 1972.

7. **FOLLOW UP HILLSIDE SECURE CHILDREN'S HOME REPORT**

**Decision:**

That the report be noted.

**CHAIRPERSON**



Social Care, Health and Wellbeing Cabinet Board

**PROVISIONAL - 2019/20 FORWARD WORK PLAN (DRAFT)**  
**SOCIAL CARE, HEALTH AND WELLBEING CABINET BOARD**

<b>DATE</b>	<b>Agenda Items</b>	<b>Type (Decision, Monitoring or Information)</b>	<b>Contact Officer/ Head of Service</b>
<b>5 Sept 19</b>	Monitoring the Performance and Progress of the Western Bay Regional Adoption Service	Monitoring	Val Jones/ Andrew Jarrett
	Young Carers Strategy Annual Update – Year 2	Monitoring	Andrew Jarrett/ Val Jones
	Pathway to Adulthood Team	Decision	Delyth Berni/ Keri Warren
	Procurement of Advocacy Service for Adults	Decision	Chele Howard/ Angela Thomas

Tudalen9

Eitem yr Agenda4

**Social Care, Health and Wellbeing Cabinet Board**

<b>DATE</b>	<b>Agenda Items</b>	<b>Type (Decision, Monitoring or Information)</b>	<b>Contact Officer/ Head of Service</b>
<b>17 Oct 19</b>	West Glamorgan Safeguarding Boards Annual Report	Monitoring	Rebecca Shepherd/ Andrew Jarrett
	Complaints Annual Report	Monitoring	Leighton Jones/ Andrew Jarrett

Tudalen10

**Social Care, Health and Wellbeing Cabinet Board**

<b>DATE</b>	<b>Agenda Items</b>	<b>Type (Decision, Monitoring or Information)</b>	<b>Contact Officer/ Head of Service</b>
<b>5 Dec 19</b>	Hillside Managers Report	Monitoring	Karen Wedmore/ Keri Warren
	Regulation and Inspection of Social Care (Wales) Act 2016 RISCA 2016	Monitoring	Chris Frey-Davies/ Keri Warren
	Quarterly Performance Indicators	Monitoring	Ian Finnermore/ Angela Thomas

Tudalen 11

Mae'r dudalen hon yn fwiadol wag



Cyngor Castell-nedd Port Talbot  
Neath Port Talbot Council

## **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL Social Care, Health & Well-Being Cabinet Board**

**25<sup>th</sup> July 2019**

**Report of the Director of Social Services, Health & Housing –  
Andrew Jarrett**

**Matter for Information**

**Wards Affected: All**

**Report Title: Care Inspectorate Wales Local Authority  
Performance Review**

### **Purpose of the Report:**

The purpose of this report is to inform Members of the Care Inspectorate Wales (CIW) annual letter which summarises their review of Neath Port Talbot County Borough Council's performance in carrying out its statutory functions.

### **Executive Summary:**

The content of the letter is informed by the CIW's performance evaluation activity during the course of the year. The activity included:

- Inspection of Older Adults in NPT during March 2019;
- Adult Services self-evaluation;
- Visit to Commissioning Unit – December 2018;
- Reviewing the Pathway to Adulthood Team – March 2019; and
- LAC challenge meeting – 2018.

### **Background:**

The CIW published its code of practice for review of local authority social services in April 2019 which outlined its intention to write and

publish an annual letter for local authorities which will:

- Provide feedback on inspection and performance evaluation activity;
- Report on progress; and
- Outline its forward work programme.

The annual letter received from the CIW follows the four principles of the Social Services and Wellbeing (Wales) Act 2014, which are Wellbeing, People, Prevention and Partnerships.

**Financial Impacts:**

No Implications

**Integrated Impact Assessment:**

There is no requirement to undertake an Integrated Impact Assessment as this report is for monitoring / information purposes.

**Valleys Communities Impacts:**

No Implications.

**Workforce Impacts:**

No implications.

**Legal Impacts:**

No implications

**Risk Management Impacts:**

No Implications

**Crime and Disorder Impacts:**

Section 17 of the Crime and Disorder Act 1998 places a duty on the Council in the exercise of its functions to have “due regard to the

likely effect of the exercise of those functions on and the need to do all that it reasonably can to prevent:

- a) Crime and disorder in its area (including anti-social and other behaviour adversely affecting the local environment); and
- b) The misuse of drugs, alcohol and other substances in its area; and
- c) Re-offending the area”

There is no impact under the Section 17 of the Crime and Disorder Act 1998.

**Counter Terrorism Impacts:**

The proposals are likely to have no impact on the duty to prevent people from being drawn into terrorism.

**Violence Against Women, Domestic Abuse and Sexual Violence Impacts:**

Section 2(1) of the Violence Against Women, Domestic Abuse and Sexual Violence (Wales) Act 2015 introduced a general duty where a person exercising relevant functions must have regard (along with all other relevant matters) to the need to remove or minimise any factors which:

- (a) increase the risk of violence against women and girls, or
- (b) exacerbate the impact of such violence on victims.

The proposals contained in this report are likely to have no impact on the above duty.

**Consultation:**

There is no requirement for external consultation on this item.

**Recommendations:**

Not applicable.

**Reasons for Proposed Decision:**

Not applicable.

**Implementation of Decision:**

No decision to be made; for information only.

**Appendices:**

**Appendix A** – CIW Local Authority Performance Review.

**List of Background Papers:**

None.

**Officer Contacts:**

Andrew Jarrett, Director of Social Services, Health & Housing

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Mr Andrew Jarrett  
Director of Social Services  
Neath Port Talbot County Borough Council  
Neath Civic Centre  
Neath  
SA11 3QZ

Date: 07 June 2019

Dear Mr Jarrett

## CIW Local Authority Performance Review

We published our code of practice for review of local authority social services in April 2019 which outlined our intention to write and publish an annual letter for local authorities which will:

- provide feedback on inspection and performance evaluation activity completed by us during the year;
- report on progress the local authority has made in implementing recommendations from inspections and/or child and adult practice reviews;
- outline our forward work programme.

This letter summarises our review of Neath Port Talbot County Borough Council's performance in carrying out its statutory social services functions. It follows the four principles of the Social Services and Wellbeing (Wales) Act 2014 (SSWBA) and our increasingly collaborative and strengths based approach to supporting improvement. The letter is intended to assist the local authority and its partners to continually improve.

The content is informed by our performance evaluation activity during the course of the year. The activity included:

- Inspection of services for older adults in Neath Port Talbot County Borough Council during March 2019
- Adult Services Self Evaluation
- Visit to Commissioning Unit December 2018
- Reviewing the Pathway to Adulthood team in March 2019
- LAC challenge meeting held in 2018

We discussed these matters and our proposed performance evaluation activity for 2019/20 with you at the Annual Performance Review meeting on 23<sup>rd</sup> April 2019.

Arolygiaeth Gofal Cymru (AGC)  
Swyddfa Caerfyrddin  
Llywodraeth Cymru  
Adeiladau'r Llywodraeth  
Heol Picton  
Caerfyrddin  
SA31 3BT  
[www.arolygiaethgofal.cymru](http://www.arolygiaethgofal.cymru)

☎ 0300 790 0126  
☎ 0872 437 7303  
✉ [CIWLocalAuthority@gov.wales](mailto:CIWLocalAuthority@gov.wales)

Care Inspectorate Wales (CIW)  
Carmarthen Office  
Welsh Government  
Government Buildings  
Picton Terrace  
Carmarthen  
SA31 3BT  
[www.careinspectorate.wales](http://www.careinspectorate.wales)

Rydym yn croesawu derbyn gohebiaeth yn Gymraeg. Byddwn yn ateb gohebiaeth a dderbynnir yn Gymraeg yn Gymraeg ac ni fydd gohebu yn Gymraeg yn arwain at oedi.

We welcome receiving correspondence in Welsh. Any correspondence received in Welsh will be answered in Welsh and corresponding in Welsh will not lead to a delay in responding.

## Summary of strengths and areas for improvement in line with principles of SSWBA

- Well-being

There has been a new senior management team within social care over the last 12 months. The directorate now benefits from stable leadership with a skilled, well-motivated and supported workforce who understands and shares the local authority's vision.

There is a current consultation in respect of remodelling adult services. The local authority have a clear vision to deliver a modern sustainable services supporting people to live independently. Effective partnership working with other agencies will be pivotal in ensuring people will receive modern, high quality and sustainable services which will meet their assessed care and support needs and demands both now and in the future.

The local authority recognises the change of practice to CIW will continue in 2019/2020 to work with HIW in jointly inspecting community mental health teams. CIW will be following up recommendations made within HIW and CIW joint thematic review of Community Mental Health Teams as part of bi-annual head of service meetings with local authorities.

Our focused activity with the local authority is likely to include some follow up to inspection findings relating to LAC and care leavers in children's services; our engagement in adult services will focus on people aged over 65s in the community, and possibly day services.

Prevention and early intervention and outcome focused practice has been a challenge for some staff. The local authority will need to ensure a clear communication strategy is in place, which supports the principles of the Social Services Well Being Act.

In December 2018 HMI Probation undertook a full inspection of the Western Bay Youth Offending Service (YOS). The report was subsequently published on the 28<sup>th</sup> March 2019 and rated the Service as inadequate. On the 1<sup>st</sup> April 2019 the Youth Offending Service across Western Bay ended and Neath Port Talbot has returned to a stand-alone service for Youth Offending and Early Intervention. The new Neath Port Talbot service is currently developing and will be responsible for delivering the local action plan in relation to the relevant areas of concern raised in the inspection report.

Hillside Secure Unit has been integrated fully into Children's services to ensure a more robust monitoring of the service. Following the review of Hillside by the Youth Custody Service (YCS) and non-compliances issued against the service by our regulatory team. In addressing these issues the authority continues to deliver on its action plan with YCS improving the governance and quality assurance processes in order to promote young people's well-being and safety. All legal requirements in respect of CIW have been met.

The Local Authority has a robust quality assurance framework which is embedded in practice within children's service. As part of the framework the local authority information is gathered from children and families on their views about the services they receive, and an audit programme which includes social work team managers and practitioners who meet on a monthly basis to undertake thematic audits and develop practice standards. Feedback from audits are circulated to staff via a practice improvement group and all practitioners have the opportunity to be involved in shaping practice development. The local authority need to the same level of robust quality assurance within Adult Services is embedded within practice.

- People

The local authority has been developing integration between Children and Young People's Services (CYPS) and Adult Services. This had included developing a shared "front door" provision (SPOC) which will align processes between the two services. The co-location of teams in January 2019 is already showing positive results with both multi-agency teams working more closely, sharing information in a timely manner and gaining increasing understanding of each other's roles. Further developments within this area include developing a standardised referral form across both services.

Within adult services during the inspection we observed work being undertaken by Local Area Coordinators who provide a local, accessible single point of contact for people who may be vulnerable due to age, disability, mental illness or social isolation. We heard of many examples of their work making a real difference to people's lives. This is an area for the local authority to consider expanding to reach all communities within Neath Port Talbot to further promote community engagement

In March 2019 we undertook focused activity visiting the pilot of the Pathway to Adulthood team. The team which sits within the structure of children's services but is co-located with adult services ensure there is a clear pathway for children and young people with complex needs. We were shown many examples of how the team had worked to improve young people's outcomes in ways which promoted independence through developing working relationships with partner agencies such as housing and education. With the extension of the pilot agreed we will return to review the project within the next 12 months.

Our monitoring of the deprivation of liberty safeguards has identified the local authority, in common with many others in Wales, is unable to assure itself people's human rights are not being breached by being deprived of their liberty unlawfully. We will continue to monitor this.

- Prevention

The local authority has invested in whole service training for staff in relation to outcome focused practice. This shared approach has helped staff to work more effectively with families and supported them in identifying what matters to them and what they want to happen.

The local authority have adopted a whole outcome focused approach which helps families to clearly identify what they want to happen and identify outcomes to achieve positive change. We found good practice being delivered by practitioners within Integration of Family Action Support Team (FAST), Intensive Family Support Team (IFSS) and Hidden Harm service focuses on key priority risks, so that families and agencies have a shared understanding of what needs to happen to make the changes they want, and drawing on the strengths within the family to achieve the identified outcomes building and drawing on strengths of the family. Within children's services the number of looked after children continues to remain stable with a reduction of 6% children and young people becoming looked after. The number of children who are placed with parents under legal arrangements has halved in the past 4 years. We were informed of how having a dedicated team to support care experienced children and young people has assisted the local authority in supporting children return to their families, and supporting children remain with parents and family members.

The local authority has recognised within adult safeguarding there is a need to review the processes and ensure quality assurance is embedded in practice. The appointment of a new safeguarding manager for both adult and children's services will develop a joint safeguarding approach. This is an area we will follow up in the next year as part of a focused activity.

Within adult services pressures continue due to the fragility of the domiciliary care sector where challenges of recruitment and the, inability to provide packages of care in a timely manner is having a negative impact on delivering services. In addressing this issue the local authority has undertaken review of its in house homecare and reablement service.

We were told of the developments in joint working with the health board with a supportive review of The Community Mental Health Team (CMHT). The review undertaken by the local authority and the health board identified areas for further improving practice and efficiency. Work had already begun on addressing these areas prior to the joint inspection by CIW and HIW review of Adult Community Mental Health Services to take place in 2019.

Throughout 2018 our programme of work focused on care experienced children and young people. Qualitative evidence was gathered from six local authority children and fostering inspections, 22 self-evaluations completed by local authorities, challenge meetings held with those local authorities who were not subject to an inspection and engagement activity with care experienced children, care leavers and foster carers. The report will be published on our website, with key findings made in respect of profile, sufficiency, practice, partnerships, stability, governance and corporate parenting. Many of the areas we have identified for improvement are being considered by Welsh Government's Ministerial Advisory Group on improving outcomes for care experienced children and young people and we also hope local authorities will consider their own contribution to addressing these findings.

- Partnerships

The local authority has informed us of the new opportunities to develop and build upon existing relationships with partners under the newly formed West Glamorgan Partnership.

During the adult services inspection, we saw how integrated working with the health board has developed ensuring commitment to partnership working and the development of an optimal model of practice through delivering integrated intermediate care services meet the well-being, care and support needs of older people.

The local authority has informed us of the work being undertaken with social housing and land lords through Housing and Homeless Strategy. To ensure that resources are spent effectively and on services which promote independence and enable local people access to quality, affordable housing. Strategies have been developed to improve homelessness prevention, along with plans to develop housing units delivered through Social Housing Grants and intermediate care and innovation funds. This shows an area of joint working with partner agencies focusing on the changing demographics within Neath Port Talbot.

CIW Performance Review Plan for 2019-20

Our scheduled inspection programme for 2019/20 will be focussing on prevention and promoting independence for older people and for the children's services thematic inspection the focus will be on prevention, partnerships and experiences of disabled children. If your local authority is selected for inclusion in this programme, you will receive four weeks' notice of the scheduled date of the inspection.

We will undertake engagement activities aligned to the thematic inspections and meet with people who receive care and support services. CIW will be convening a meeting with the local authority and its key partners in the summer term to follow up areas identified in the self-evaluation submitted in January 2019 focusing on prevention and promoting independence for older people self-evaluation. A thematic national report will be published upon the completion of inspections and engagement activities.

In late 2019 we will pilot a joint inspection of child protection arrangements. The joint inspection will be led by CIW and in partnership with HIW, Estyn, HMI Constabulary (HMICFRS) and HMI Probation. With the drive towards collaboration and integration in public services, CIW work closely with other inspectorates to share intelligence and jointly plan inspections. We will work closely with Social Care Wales to share information to support improvement in social care services.

CIW will continue in 2019/2020 to work with HIW in jointly inspecting community mental health teams. CIW will be following up recommendations made within HIW and CIW joint thematic review of Community Mental Health Teams as part of bi-annual head of service meetings with local authorities.

Our focused activity with the local authority is likely to include some follow up to inspection findings relating to LAC and care leavers in children's services; our engagement in adult services will focus on people aged over 65s in the community, and possibly day services.

This may be subject to change in the light of emerging issues.

You will note that this letter has been copied to colleagues in WAO, Estyn and HIW. CIW works closely with partner inspectorates to consider the wider corporate perspective in which social services operate, as well as local context for social services performance.

We will publish the final version of this letter on our website.

Yours sincerely



Sharon Eastlake  
**Interim Head of Local Authority Inspection Team**  
Care Inspectorate Wales

Cc.  
WAO  
HIW  
Estyn

Mae'r dudalen hon yn fwriadol wag



Cyngor Castell-nedd Port Talbot  
Neath Port Talbot Council

## **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL Social Care, Health & Well-Being Cabinet Board**

**25<sup>th</sup> July 2019**

**Report of the Head of Adult Services – Angela Thomas**

**Matter for Information**

**Wards Affected: All**

**Report Title: Care Inspectorate Wales and Health Inspectorate  
Wales Inspection of Older Adults Neath Port Talbot County  
Borough Council**

### **Purpose of the Report:**

The purpose of this report is to inform Members of the outcome of the Care Inspectorate Wales (CIW) and Health Inspectorate Wales (HIW) Inspection of Older Adults Neath Port Talbot County Borough Council (NPTCBC).

### **Executive Summary:**

The report highlights the local authority and local health board's strengths and areas for improvement. Key findings are in line with principles of the Social Services and Well-being (Wales) Act 2014.

### **Background:**

The joint review, carried out by CIW and HIW explored how well NPTCBC is promoting independence and preventing escalating needs for older adults.

The review mainly focuses upon the experience of older adults as they initially come into contact with, and move through social care services up until the time they may need to enter a care home.

**Financial Impacts:**

No Implications

**Integrated Impact Assessment:**

There is no requirement to undertake an Integrated Impact Assessment as this report is for monitoring / information purposes.

**Valleys Communities Impacts:**

No Implications.

**Workforce Impacts:**

No implications.

**Legal Impacts:**

No implications

**Risk Management Impacts:**

No Implications

**Crime and Disorder Impacts:**

Section 17 of the Crime and Disorder Act 1998 places a duty on the Council in the exercise of its functions to have “due regard to the likely effect of the exercise of those functions on and the need to do all that it reasonably can to prevent:

- a) Crime and disorder in its area (including anti-social and other behaviour adversely affecting the local environment);
- and



- b) The misuse of drugs, alcohol and other substances in its area; and
- c) Re-offending the area”

There is no impact under the Section 17 of the Crime and Disorder Act 1998.

**Counter Terrorism Impacts:**

The proposals are likely to have no impact on the duty to prevent people from being drawn into terrorism.

**Violence Against Women, Domestic Abuse and Sexual Violence Impacts:**

Section 2(1) of the Violence Against Women, Domestic Abuse and Sexual Violence (Wales) Act 2015 introduced a general duty where a person exercising relevant functions must have regard (along with all other relevant matters) to the need to remove or minimise any factors which:

- (a) increase the risk of violence against women and girls, or
- (b) exacerbate the impact of such violence on victims.

The proposals contained in this report are likely to have no impact on the above duty.

**Consultation:**

There is no requirement for external consultation on this item.

**Recommendations:**

Not applicable.

**Reasons for Proposed Decision:**

Not applicable.

**Implementation of Decision:**

No decision to be made; for information only.

**Appendices:**

**Appendix A** – CIW & HIW Inspection of Older Adults Neath Port  
Talbot County Borough Council

**List of Background Papers:**

None.

**Officer Contacts:**

Angela Thomas, Head of Adult Services Telephone: 01639 683374

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# Inspection of Older Adults Neath Port Talbot County Borough Council

Mae'r ddogfen yma hefyd ar gael yn Gymraeg.  
This document is also available in Welsh.

## Contents

Background	4
Prevention and promotion of independence for older adults (over 65) living in the community	5
Strengths and Priorities for Improvement	6
Wellbeing	8
People – voice and choice	12
Partnership and integration - Co-operation drives service delivery	16
Prevention and early intervention	19
Method	22
Welsh Language	22
Acknowledgments	22

## Background

The Social Services and Well-being (Wales) Act 2014 (SSWBA) has been in force for almost three years. The Act is the legal framework that brings together and modernises social services law in Wales.

The Act while being a huge challenge has been widely welcomed across the sector, bringing as it has substantial and considered opportunities for change at a time of increasing demand, changing expectations and reduced resources.

The Act imposes duties on local authorities, health boards and Welsh Ministers that requires them to work to promote the well-being of those who need care and support, and carers who need support.

The principles of the act are:

- Support for people who have care and support needs to achieve **wellbeing**.
- **People** are at the heart of the new system by giving them an equal say in the support they receive.
- **Partnership and co-operation** drives service delivery.
- Services will promote the **prevention** of escalating need and the right help is available at the right time.

Welsh Government has followed up the SSWBA with 'A Healthier Wales'. A strategic plan developed in response to a Parliamentary Review of the Long Term Future of Health and Social Care.

A Healthier Wales explains the ambition of bringing health and social care services together, so that they are designed and delivered around the needs and preferences of individuals, with a much greater emphasis on keeping people healthy and promoting well-being. A Healthier Wales describes how a seamless whole system approach to health and social care should be seamlessly co-ordinated.

Ministers have recorded the importance of having confidence and ambition in the sector to delivering results. In response we have developed our approach to inspection with a focus on collaboration and strengths with the intention of supporting innovation and driving improvement.

This inspection is led by Care Inspectorate Wales (CIW) and delivered in collaboration with Healthcare Inspectorate Wales (HIW).

## **Prevention and promotion of independence for older adults (over 65) living in the community**

The purpose of this inspection was to explore how well the local authority with its partners is promoting independence and preventing escalating needs for older adults. The inspection identified where progress has been made in giving effect to the Act and where improvements are required.

We (CIW and HIW) focused upon the experience of older adults as they come into contact with and move through social care services up until the time they may need to enter a care home. We also considered the times when they experienced, or would have benefited from, joint working between Local Authority services and Health Board services.

We evaluated the quality of the service within the parameters of the four underpinning principles of the Social Services and Well-being Act (as listed above) and considered their application in practice at three levels:

- Individual
- Organisational
- Strategic

We are always mindful of expectations as outlined in the SSWBA codes of practice:

- What matters – outcome focused
- Impact –focus on outcome not process
- Rights based approach – MCA
- Control – relationships
- Timely
- Accessible
- Proportionate – sustainability
- Strengths based
- Preventative
- Well planned and managed
- Well led
- Efficient and effective / Prudent healthcare
- Positive risk and defensible practice
- The combination of evidence-based practice grounded in knowledge, with finely balanced professional judgement

## Strengths and Priorities for Improvement

CIW and HIW draw the local authority and local health board's attention to strengths and areas for improvement. We expect strengths to be acknowledged, celebrated and used as opportunities upon which to build. We expect priorities for improvement to result in specific actions by the local authority and local health board to deliver improved outcomes for people in the local authority area in line with requirements of legislation and good practice guidance.

<b>Wellbeing</b>	
<b>Strengths</b>	<p>People can be increasingly confident the local authority recognises adults are the best people to judge their own wellbeing.</p> <p>The local authority is able to demonstrate a good understanding of its own strengths, areas of challenge and areas requiring improvement</p> <p>Evidence within file records show the promotion of the principles of the Social Services and Wellbeing Act.</p>
<b>Priorities for improvement</b>	<p>Improve support for carers which is tailored to enable them to achieve their own wellbeing outcomes. There is a need to develop the confidence of staff in undertaking Carers Assessments.</p> <p>Clear lines of communication need to be developed for responding to people who experience delays in assessments; and delays in commencing and accessing some areas of service such as equipment and domiciliary care.</p>
<b>People – voice and choice</b>	
<b>Strengths</b>	<p>Evidence in file records reflected the importance of the SSWBA being promoted and the presumption that adults are best placed to judge their own well-being is generally understood.</p> <p>Neath Port Talbot Public Services Board is committed to ensuring services are focused on enabling people and communities to be resilient with the aim of people experiencing seamless, personalised high quality services.</p> <p>Neath Port Talbot Borough Council (NPTCBC) understands the learning and development needs of its workforce and has a programme of training in place to address their needs.</p> <p>People are supported to maintain their independence through positive risk taking and the use of assisted technology.</p>
<b>Priorities for improvement</b>	<p>Improve consistency in the level of detail within mental capacity assessments.</p> <p>Improve arrangements to promote the option of Direct Payments.</p>
<b>Partnerships, integration and co-production drives service delivery</b>	
<b>Strengths</b>	<p>There were good examples of close working relationships with partners including third sector and independent sector in developing intervention and preventative services to reduce</p>



	isolation and support people to remain independent. We found The Building Safe and Resilient Communities model is still in its infancy within NPTCBC, however there is strong commitment from all key partners in the development of this model.
<b>Priorities for Improvement</b>	More opportunities could be taken for structured joint learning across health and social care specifically in relation to safeguarding thresholds and processes.
<b>Prevention and early intervention</b>	
<b>Strengths</b>	Positive relationships between commissioning teams and providers.
<b>Priorities for improvement</b>	Review safeguarding processes to ensure clear pathways and governance arrangements are in place.

## 1. Wellbeing

The local authority's self-evaluation reflected a good understanding of its strengths, areas of challenge and areas for improvement. This self-awareness has enabled senior officers to develop a Social Services, Health and Housing Directorate Strategic business plan for adults and children against a background of increasing demand for services and economic pressures requiring budgetary savings.

The framework of management oversight and audit is well embedded in practice. This enables managers to understand the quality of their services and where further action is required and plan accordingly.

There has been a culture shift towards the principles of SSWBA with staff actively promoting the well-being of people who need care and support. More work is required to ensure this approach is fully embedded and the same opportunities are afforded to carers.

Changes within the local authority senior management team together with legislative changes has created some uncertainty within the workforce.

People can expect to be involved in identifying what matters to them in line with the SSWBA.

### **Evidence at the individual level:**

- 1.1. People are involved and supported to identify the well-being outcomes they wanted to achieve and case files reflected a good understanding of personal circumstances, strengths, barriers, risks.
- 1.2. There is good evidence of the promotion of independence and presumption of the adult being best placed to judge their own well-being.
- 1.3. The assessments we reviewed demonstrated an understanding of people's situation, identified the most appropriate approach to addressing their particular circumstance and established a plan for how they will achieve their personal outcome.
- 1.4. We were not confident people always received a copy of their assessments and care plans. In some cases, it was not always clear what action were to be taken following an assessment.
- 1.5. We found some people experienced delays in assessments commencing and in services being provided, including waiting for equipment and packages of domiciliary care. People who experienced delays did not always have an explanation for why this was happening. We saw this included people who were

recently discharged from hospital which meant their potential for recovery may not have been maximised.

- 1.6. We found the support offered to carers was inconsistent. Carers were not always confident the support offered to them reduced their responsibility of care or was sufficiently tailored to their particular needs. One carer told us 'she didn't want to have a sitting service while she attended a coffee morning, thank you, as she didn't like coffee mornings'.
- 1.7. The local authority promotes a positive risk taking approach with practitioners having different conversations with the person and their family. For example, people were supported to remain living at home if it was their choice with the support of assistive technology.

#### **Evidence at operational level:**

- 1.8. We saw evidence in file records of the shift from traditional process driven practice to more outcome focused work. Staff consistently told us about the benefits of outcome focused training and the ongoing support they received from mentors in the development of practice.
- 1.9. The document templates we reviewed included prompts to identify the outcomes required and the strengths and barriers to achieving such outcomes. We found the quality of recorded information varied. We saw some good examples where outcomes were recorded in people's own words with strengths and barriers clearly identified. We also saw examples where recordings lacked such information, were jargon laden and did not relate to the 'what matters' conversation.
- 1.10. The importance of promoting the well-being of carers was recognised across services. Access to assessment and support for carers was inconsistent. For some carers, this was flexible and creative. However, we saw evidence that for some carers assessments were not sufficiently tailored to be able to support to individual needs. More work is required to ensure practice matches stated ambition.
- 1.11. NPTCBC Carers service works in partnership with NPTCBC and ABMU Health Board to provide information, advice and assistance to carers. The service undertakes carers assessments on behalf of the local authority and produces a quarterly newsletter which is sent to over 3000 carers known to the service across NPTCBC.

- 1.12. Some social workers told us they lacked confidence in deciding whether they should undertake a carers assessment or refer the carer on to the Carers Service who they felt could do the assessment better. We were not confident carers were always given the opportunity to consider whether they wanted their needs assessed alone or jointly with the cared for person as set out in Part 3 of the Code of Practice.
- 1.13. In assessments we reviewed, the positive practice described to us by practitioners was not always translated into good written records. The local authority acknowledge processes and templates require more work to align with the SSWBA.
- 1.14. Staff told us about positive peer support and described their managers as approachable and supportive, many were also positive about training opportunities offered. Newly qualified social workers described how they were supported during their first year of practice, including undertaking training, and having opportunities to shadow and learn from experienced practitioners. One team had been more reliant on newly qualified workers but described the efforts to “nurture” staff as a means of investing and improving staff retention.

**Evidence at strategic level:**

- 1.15. The local authority and local health board have set up an integrated ‘Gateway’. This is a multi-agency service made up of local authority, Health and Third Sector staff which is the initial ‘front door’ access point to Neath Port Talbot social services. We were told the aim of the front door is to ensure people receive the right information, advice and assistance at first point of contact in line with the SSWBA. Staff told us the service was a positive development, as all new referrals go through the Gateway, with information being put onto the system and as needed, people were directed to the relevant teams.
- 1.16. The Gateway is a positive example of clear strategic direction. Both strategic and operational managers understood the need for training to improve skills and practice. Managers spoke of some staff who were on a development journey with some staff adapting to changes more quickly than others.
- 1.17. Some staff told us there was not always time to attend the training available and they were concerned about the level of strategic change taking place. Some staff spoke of pressures around work life balance, describing working long hours and a lack of clarity regarding flexible working which has potential to impact on their well-being. This issue had been noted by senior managers in social services and the human resources (HR) team who felt some staff did not

understand and so did not take advantage of the opportunities for remote working in NPTCBC's agile working policies.

- 1.18. Social services have significant HR capacity based within the department (manager plus 4.5 posts). This investment has provided HR support for managers and staff during this period of restructuring adult services. This is undertaken through weekly meetings with the head of service, principle officer's weekly meetings, and the development of HR surgery's bi weekly where staff can meet with HR representatives.

## 2. People – voice and choice.

By reviewing written records and talking to people who use services we were assured people's views were sought on the outcomes they wanted to achieve and their wishes and feelings given high regard in line with the SSWBA.

People who may lack mental capacity can be confident practitioners have the confidence and skills to offer appropriate support. We found decisions were made appropriately by practitioners, in the individual's best interests with relevant family members and advocates appropriately included. We found recordings of mental capacity assessments and best interest decisions were adequate in quality and could be improved with more attention to detail.

We found practitioners made good use of risk assessments and balanced score cards linked to best interest decisions to support people who wanted to remain independent at home despite risks being identified.

We identified some areas for improvement within safeguarding processes. We did not find people being left unsafe, however we found a lack of clarity with some partners on thresholds and poor recording processes, with strategy minutes not reflecting clear analysis and pathway to decision making.

Some people who have eligible care and support needs have been offered and use Direct Payments. There were low numbers of carers who had a support plan or were in receipt of Direct Payments. Further work is required to improve opportunity for take up of Direct Payments.

### **Evidence at individual level:**

2.1 When an individual's capacity to make decisions for themselves is compromised, we found decisions were made appropriately by practitioners in the individual's best interests; with relevant family members and advocates appropriately included.

2.2 We identified within some file records the profile of carers within families was not fully recognised by practitioners and carers assessments were not always offered. We saw in some files evidence of assessments where little interrogation of carer's strengths and challenges or their wellbeing needs. Carer's resilience was sometimes not well identified or addressed by a carers assessment. We also found within some care and support plans significant reliance on the positive involvement of family and carers, which at times did not holistically consider the carers own wellbeing priorities.

### **Evidence at operational level:**

2.3 We saw examples of the single point of access or 'Gateway' service contacting individuals to gain their views following concerns received. We observed effective sharing of information to inform decision and ensure timely decisions are made. Adult social care, health practitioners and third sector representatives participate in daily meetings. We were told of work currently ongoing to develop a shared

front door between adult and children's services to allow greater integration. With the co-location of teams recently completed we observed a meeting looking at the development of a standardised referral form across services. Partner agencies shared the enthusiasm to deliver this piece of work sharing ideas identifying any risks and reinforcing the opportunities to develop practice which would deliver better outcomes for people.

2.4 Reviews of care file records and discussions with practitioners did not provide assurance of a timely and proportionate response from the safeguarding service. We did not find sufficient evidence to suggest the service consistently considered contacting individuals/families and involving them in the safeguarding process or outcome. We saw a number of file records where people may have received better outcomes if they, and where appropriate their families, had been fully involved in the process.

2.5 We found more work is required to ensure records of assessments include people's personal outcomes and record of advice given on the assessment and eligibility tool. This applies to those needs which are to be met through the provision of care and support and those met through community based or preventative services. Minutes of strategy meetings reviewed lacked clarity of purpose, and the involvement and voice of the individual was not consistently visible. Without capturing the outcome, the person wants to achieve the purpose of the meetings was not clear. There is a need to strengthen practice in this area with an improved focus required during strategy meetings to ensure they capture people's sought outcomes and improve records of discussion.

2.6 More clarity and consistency in safeguarding work is needed. It was not always clear upon what basis decisions had been made to progress to a strategy meeting. In cases reviewed it was evident improvement is needed to ensure practitioners better understand their roles and responsibilities and the requirements of legislative frameworks. This was especially identified when people were admitted to hospital, where no clear pathway for sharing information or undertaking referrals was evident. The local authority needs to ensure there is a good analysis of risk in care file records and revisit with partner agencies the threshold criteria for safeguarding referrals.

2.7 We did see some good examples of direct payments enabling individuals to create and manage their own unique package of care. However, we were not confident most people were being routinely offered direct payments, or people received sufficient support to enable them to make use of direct payments. There is a need for the local authority to assure itself of the requirement in the SSWBA to offer direct payments as a choice is made consistently.

- 2.8 We saw mainly adequate and a small number of good examples of mental capacity assessments. Good examples contained evidence of clear questions being carefully asked in a way best suited to enable the individual to participate and respond. We saw some examples of capacity assessments lacking sufficient detail to demonstrate lack of capacity or to reach any decision. Given the importance of mental capacity assessments to the well-being, care and support of the most vulnerable people the local authority need to prioritise steps to consistently assure itself of the quality of these assessments.
- 2.9 Some staff told us they were not confident in their knowledge of community resources available to be able to support people to help themselves. The social workers and professionals interviewed told us they valued the role of Local Area Coordinators (LAC) and other third sector organisations as good resources. We were told DEWIS is underdeveloped and underused, with this now being developed alongside INFO engine to be a resource for staff and people within NPTCBC. The local authority will need to ensure it can respond to people who need support to maintain their well-being by ensuring all staff, people and partners have access to up to date information about community resources.
- 2.10 We met people who have benefitted from being supported by the LACs to access community activities and make new friends in their local area. We heard about how they were supported by the worker to attend first sessions of new groups, and how their confidence had grown, enabling them to access other new groups and sources of support. Some of these individuals also met eligibility for care and support services from the local authority integrated community team. The common thread throughout the feedback was how people had grown in confidence and had become less isolated. The enthusiasm and energy of the LAC team was also widely regarded among professionals as being positive and needing to be extended across all areas of NPTCBC.
- 2.11 The local authority continues to develop its Assistive Technology Service helping people remain as safe and as independent as possible in their own homes. Training has been provided to social services and health board staff which has raised awareness of the service. Referral systems incorporated into the local authority's database system simplifies the process for professionals wanting to make a request for the service. Senior managers believe more could be done to encourage assistive technology which they believe should be linked to the front door. This is an area in need of further development, with the need for the local authority to assure themselves the use of assistive technology is promoted to support people's independence.



2.12 We were told of the local authorities' commitment to promote and support the implementation of the Welsh Language Standards. Arrangements have been strengthened across the service through implementation of the Welsh Language Promotion Strategy. During inspection we found evidence of assessments being offered through the medium of Welsh and were told of conversations being available through the medium of Welsh.

**Evidence at strategic level:**

2.13 NPTCBC have produced 'Building Safe and Resilient Communities a plan for adult social care 2019-2022'. The plan sets out the vision for adult social care which includes promotion of independence, choice and control to achieve what matters to them.

2.14 We saw and heard how local councillors obtained people's views. This included holding coffee mornings and attending community groups and activities. Councillors also spoke of attending team meetings and team briefings to discuss the local authorities plans for change with staff. This also enabled them to hear about the challenges some staff were facing. The local authority informed us of its plans to undertake consultation with the people of NPTCBC on the re-modelling of adult services.

2.15 Complaints are managed by a designated complaints officer who is accountable to the Director of Social Services. The complaint officer informed us of his attendance at the Adult Managers Meeting where complaints were a standard agenda item to ensure any learning or key messages can be shared.

2.16 People are encouraged to contact the local authority with any issues which are mainly resolved through local resolution rather than the formal stage. We saw very few complaints being progressed to stage 2. We were informed of the ability to undertake investigations in the medium of Welsh if required. Although there is no formal protocol for undertaking joint investigations with the health board, current practice is to link with the lead from the health board complaints team to agree a joint response.

### **3. Partnership and integration - Co-operation drives service delivery.**

We found the local authority were open to new ways of doing things which could help deliver services, including working with partners and learning from other local authorities to develop services and promote best practice. Good working relationship with the health board at a senior level was evident with the local authority starting to develop new ways of working, towards shared goals. We found areas of good joint working and information sharing within the CRT to the benefit of people using services.

#### **Evidence at individual level:**

- 3.1 People can be confident information is shared effectively between partners particularly at the front door which contributes the identification of the right services at the right time.
- 3.2 People benefit from sound arrangements for the commissioning and procurement of services contracted on their behalf following the development of a Common Commissioning Unit.

#### **Evidence at operational level:**

- 3.3 We found, particularly at the front door, examples of good information sharing between the local authority, health and third sector partners. This was evident in the daily multi-disciplinary team meetings.
- 3.4 We saw the work being undertaken to align processes between adult and children's front door services. The 'front door' meeting between health, housing and social services is an example of positive partnership working. We observed open discussions on examples of joint working, lessons learnt along with service development.
- 3.5 Our interviews with domiciliary care providers established there was a positive relationship between the local authority and the services they commissioned. Regular liaison was maintained through a quarterly provider's forum.
- 3.6 There are some co-located community resource teams and we saw some positive communication and interaction between professionals. We found some evidence of joint working, joint visits and formal information sharing to the benefit of people who used care and support services.
- 3.7 We heard of the joint commitment to deliver improved community services in NPTCBC. A partnership approach (section 33) has been established for Intermediate Care Services managed by the Joint Partnership Board.

3.8 We heard how in partnership the local authority and local health board had introduced a number of new working practices which had enabled the community team to be more responsive and prudent in addressing patient timely discharge from hospital. In November 2018, the community team started using digital technology to make themselves available to the hospital as a “virtual multidisciplinary team”. We were told the community team undertakes twice weekly skype calls with the hospital team. There has been numerous benefits which include improved communication the hospital and the community, an opportunity to discuss issues and complexities both within the hospital and community as well as a greater understanding of the pressures faced by both the hospital.

#### **Evidence at strategic level:**

3.9 Strong political and corporate support for the transformation of adult services was evident. Elected members and the corporate management team demonstrated a common understanding of the direction and drive needed to ensure the service effectively supported improved outcomes for older people.

3.10 The local authority contributes to the work of the Regional Commissioning Board where there is a commitment to work more closely with the Local Health Board. Challenges were evident due to limited investment, and differing priorities and pressures of with the local authority and health board. The local authority does jointly commission with the LHB but and we were informed this is under consideration.

3.11 Senior managers of partner agencies were positive about the considerable work undertaken by the Director and the Head of Adult Services in reinstating a commitment to partnership working and in building positive relationship with partners. Partner agencies now felt included in decision making and service development. The local authority needs to ensure that all providers are included in the work on building resilient communities and the remodelling of adult social care.

3.12 The Head of Adult Services and Head of Nursing had a shared vision of working together. Principle officers told us of they were positive about the future which they described as “feeling bright”, but acknowledged adult services were going through a considerable period of change which needs to be effectively led and managed over the coming 12 months.

3.13 We saw evidence of effective partnership working with plans to further develop this to ensuring people receive joined up services. For example, there are two integrated principle officer’s posts which support close working practices and provides insight into both organisations as well as understanding the pressures on both health and social care systems.

3.14 We were told the regional adult safeguarding board is considering merging with the children’s safeguarding boards as part of a regional development. This

was seen as a more integrated way of working, sharing of practice learning and an opportunity to review current sub group arrangements.

## 4. Prevention and early intervention

People can be confident NPTCBC will support them to live as independently as possible.

The local authority should assure themselves staff promote the use of assistive technology and the part it can play in promoting adult independence.

The local authority should assure itself domiciliary calls do not undermine people's dignity and choice. In particular, for people who may lack capacity to understand their own position and make informed decisions about how their care is provided.

The local authority needs to ensure that the people's views are fully taken into account during the re-modelling of adult services.

### Evidence at individual level:

4.1 Care and support plans did not always reflect the principle that the individual is best placed to know what they need. Some of the care plans we reviewed reflected a very traditional approach to social work practice, influenced primarily by the availability or access to specific services instead of focusing on what matters to the person and co-producing a plan that is clear about outcomes they wish to achieve.

4.2 The teams who received referrals from the Gateway were not confident about the quality and consistency of recording at the front door. They found some referrals contained inaccurate information, with no evidence of the outcome of lateral checks or duty visits. Some service users experienced unnecessary change which resulted in them having to tell their story again.

### Evidence at operational level:

4.3 Some of the practitioners we spoke to had a good understanding of resources available in communities and this was evident in case records; however, this was not consistent. The LACs in particular were able to provide examples of where support had been given to enable people to access community resources which promoted their well-being.

4.4 We saw good examples of preventative and early intervention work undertaken through the Gateway and their daily triage meetings in managing risk therefore allowing people to maintain their independence at home in a timely manner.

4.5 We found people having to wait for domiciliary care packages to begin or be increased. This affected people living at home and those who were waiting to be discharged from hospital. This was also impacting on caseloads for example within the Reablement Team. We found evidence of people having completed periods of reablement support could not always move on to receive longer term support and achieve their personal outcomes because no domiciliary services were available. A lack of domiciliary care in some parts of the county was also impacting on hospital discharge processes. The local authority is currently

undertaking a review of its in house domiciliary service and were consulting with staff on a new service model at the time of inspection.

- 4.6 We were concerned to find 20 minute calls were being commissioned which expected domiciliary care staff to carry out personal care, food preparation and administration of medication in this time.
- 4.7 The local authority told us it assured itself of the timing of domiciliary calls through the panel and review process. Providers indicated they are able to refer issues back if the tasks cannot be completed in a way which upholds the well-being of the individual and will also ask for a reduced call time if the allocation is not needed.
- 4.8 Practitioners described to us how they have embraced “what matters to the person” approach and believe it has liberated them as practitioners. We found more work required to ensure recording matched these aspirations and supported a consistent and robust approach to achieving ‘what matters’ to individuals.
- 4.9 We saw efficient and effective use of residential reablement beds and respite step up / step down beds. We saw areas of innovative practice, and clear partnership working with health and Pobl Housing Association where people were diverted from care home admission through undertaking a short package of reablement care thus allowing them to return home aided by assisted technology or domiciliary care packages.

#### **Evidence at strategic level:**

- 4.10 We found evidence of effective joint working between the local authority, partner organisations and other stakeholders to develop its approach to early intervention and prevention. An example of this was the co-location of a range of services based at Cimla Health and Social Care Centre service including community reablement, community occupational therapy, sensory support and nurse led clinical teams. Practitioners based at the centre work together to prevent hospital admission and facilitate earlier discharge supported by access to Consultant led acute services including nursing and therapeutic care.
- 4.11 The chair of the regional adult safeguarding board reported effective joint working between partner agencies to promote safeguarding adults, describing open collaborative relationships with a willingness to challenge at all levels. The Chair described how learning events following Adult Practice reviews, powerful messages informed practice changes and reiterated the need for joint working with an understand not all partners having the infrastructure in place to address the challenges but having a willingness and commitment to have in place processes needed to ensure joint working.

- 4.12 The local authority has made a clear commitment to developing its approach to community development, using asset and place based approaches as a core element of its Wellbeing Plan 2018-2023.
- 4.13 The local authority are currently in the process of remodelling Adult Social Work Services with the intention to move to three community teams based on GP cluster areas and an incremented approach to fully integrated multi-disciplinary teams. Whilst we found most staff were in agreement with the need for change, some staff members were voicing some anxieties about the forthcoming change process for both themselves and service users. The local authority will need to ensure clear communication pathways are in place for all staff, partners and service users on the change process.

## **Method**

We selected case files for tracking and review from a sample of cases. In total we reviewed 60 case files and followed up on 16 of these with interviews with social workers and family members. We spoke with some people who used the services.

We reviewed 10 mental capacity assessments.

We interviewed a range of local authority employees, elected members, senior officers, director of social services, the interim chief executive and other relevant professionals.

We administered a survey of frontline social care staff.

We reviewed responses to a public survey.

We reviewed nine staff supervision files and records of supervision. We looked at a sample of three complaints and related information.

We reviewed performance information and a range of relevant local authority documentation.

We interviewed a range of senior officers from the local health board and spoke with operational staff from the local health board.

We interviewed a range of senior officers from statutory organisations and partner agencies from the third sector.

We read relevant policies and procedures.

We observed strategy meetings and allocation meetings.

## **Welsh Language**

English is the main language of the local authority and the inspection was conducted accordingly. We offered translation in co-operation with the local authority. English and Welsh are spoken in NPTCBC as are a small range of other languages.

## **Acknowledgements**

CIW would like to thank all those who gave their time and contributed to this inspection: individuals and carers, staff, managers, members, partner organisations and other relevant professionals.





Cyngor Castell-nedd Port Talbot  
Neath Port Talbot Council

## **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL Social Care, Health & Well-Being Cabinet Committee**

**25<sup>th</sup> July 2019**

**Report of the Director of Social Services, Health & Housing -  
Andrew Jarrett**

**Matter for Decision**

**Wards Affected: All**

### **WEST GLAMORGAN SAFEGUARDING BOARDS JOINT ANNUAL BUSINESS PLAN 2019/20**

#### **Purpose of the Report:**

To present the West Glamorgan Safeguarding Boards Joint Annual Business Plan 2019/20 for approval.

#### **Executive Summary:**

The West Glamorgan Safeguarding Boards' annual plan for 2019/20 was published on **31<sup>st</sup> March 2019**. The annual plan encompasses both safeguarding priorities for Adults and Children. Three priority areas have been identified for the forthcoming year, these are:

- 1. We will tackle exploitation** – This will include identifying and understanding the pattern of exploitation across the region in order to develop strategies to tackle exploitation
- 2. We will improve our Engagement and Participation with Citizens and Partner agencies** – We will engage citizens and partner agencies in the work of the Board by providing opportunities to participate

**3. Effective Management of the local Safeguarding Board – We will review the performance of the Board and its partners in carrying out its functions and objectives in safeguarding children and adults at risk.**

Although this is designed as an annual plan the Safeguarding Board feel that these are such important priorities these will continue to be the focus over the next 3 years.

The annual plan is developed in accordance with the regulations and is set in a template promoting consistency across Wales.

A copy has also been submitted to the National Independent Safeguarding Board.

**Background:**

In accordance to the regulations within the Social Services and Wellbeing (Wales) Act 2014 Safeguarding Boards are required to produce and publish an annual business plan by 31<sup>st</sup> March each year.

**Financial Impacts:**

Working Together to Safeguard People – Volume 1 is the statutory guidance which underpins Part 7 of the Social Services and Wellbeing (Wales) Act 2014. Within the guidance a funding formula is set to ensure agency contributions to the functioning of the Safeguarding Boards and its work. NPTCBC hold a multi-agency ring-fenced budget on behalf of the Board which NPTCBC is also contributor.

**Integrated Impact Assessment:**

There is no requirement to undertake an Integrated Impact Assessment as this report is for monitoring / information purposes.

**Valleys Communities Impacts:**

No Implications.

**Workforce Impacts:**

The Safeguarding Board have a dedicated management unit which is funded via a multi-agency budget therefore, there are no workforce impacts associated with this report.

**Legal Impacts:**

No implications

**Risk Management Impacts:**

A risk register is maintained by the Boards' management unit.

**Crime and Disorder Impacts:**

Section 17 of the Crime and Disorder Act 1998 places a duty on the Council in the exercise of its functions to have "due regard to the likely effect of the exercise of those functions on and the need to do all that it reasonably can to prevent:

- a) Crime and disorder in its area (including anti-social and other behaviour adversely affecting the local environment);**
- b) The misuse of drugs, alcohol and other substances in its area; and**
- c) Re-offending the area".**

There is no impact under the Section 17 of the Crime and Disorder Act 1998.

**Counter Terrorism Impacts:**

The proposals are likely to have no impact on the duty to prevent people from being drawn into terrorism.

## **Violence Against Women, Domestic Abuse and Sexual Violence Impacts:**

Section 2(1) of the Violence Against Women, Domestic Abuse and Sexual Violence (Wales) Act 2015 introduced a general duty where a person exercising relevant functions must have regard (along with all other relevant matters) to the need to remove or minimise any factors which:

- (a) increase the risk of violence against women and girls, or
- (b) exacerbate the impact of such violence on victims.

The proposals contained in this report are likely to compliment and work alongside the impact on the above duty. VAWDA SV is included in the priorities of the Board under exploitation.

## **Consultation:**

There is no requirement for external consultation on this item.

## **Recommendations:**

It is recommended that Members approve the West Glamorgan Safeguarding Boards Joint Annual Business Plan 2019/20 attached as Appendix 1.

## **Reasons for Proposed Decision:**

To comply with the regulations within the Social Services and Wellbeing (Wales) Act 2014 that Safeguarding Boards are required to produce and publish an annual business plan by 31<sup>st</sup> March each year.

## **Implementation of Decision:**

The decision is for implementation after the three day call-in period.

## **Appendices:**

**Appendix A** – West Glamorgan Safeguarding Boards Business Plan 2019/20.

**List of Background Papers:**

None.

**Officer Contacts:**

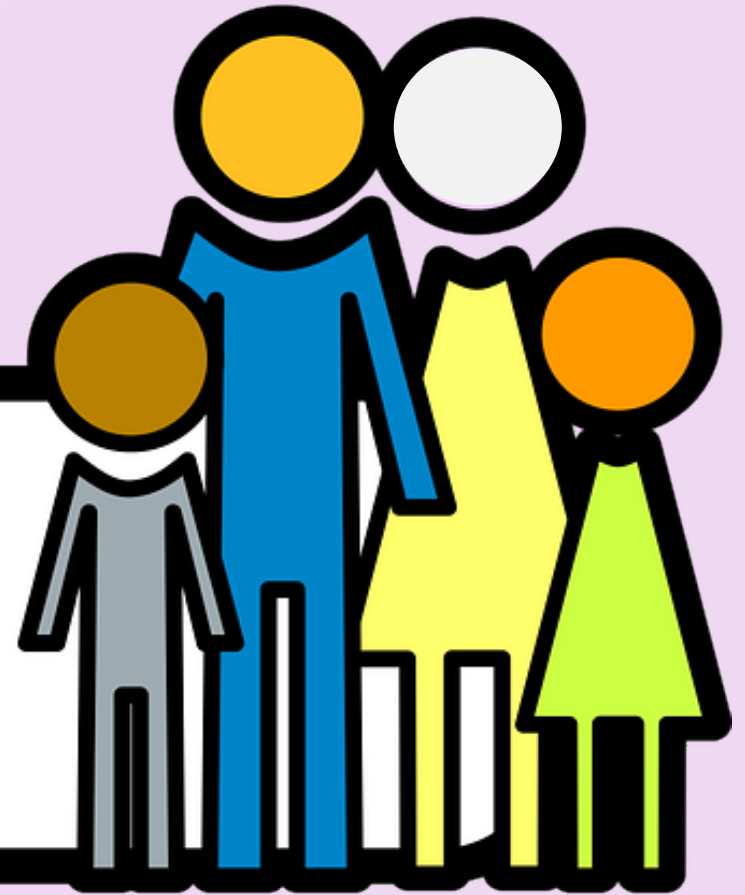
Chris Frey-Davies, P.O. Safeguarding tel: 01639 685763

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WEST GLAMORGAN  
SAFEGUARDING BOARD  
JOINT ANNUAL PLAN

**2019 - 2020**



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**This document is available in alternative formats.**

**Please contact: West Glamorgan Safeguarding  
Board – Business Management Unit**

**Telephone: 01639 686049**

**Email: [r.shepherd@npt.gov.uk](mailto:r.shepherd@npt.gov.uk)**

# Introduction

On 6<sup>th</sup> April 2016 the Social Services and Wellbeing (Wales) Act 2014 became law. Section 134 – 141 (Part 7) of the SSWBA 2014 replaced the requirements for The Local Safeguarding Children Board referenced above with new provisions for Safeguarding Boards. The Safeguarding Board (General) (Wales) Regulations 2015 and the Safeguarding Board functions and procedures make provisions for the requirements of Safeguarding Boards including the production of an Annual Business Plan. On the 1<sup>st</sup> April 2019 the footprint of the Safeguarding Boards changed due to the departure of Bridgend; the Safeguarding Board name will change to the West Glamorgan Safeguarding Board in accordance with the regulations under schedule 1 regulation 3. This Business Plan has been developed for both the West Glamorgan Safeguarding Children and Adult Board.

## Safeguarding Board Objectives

The objectives of the Safeguarding Children Board is:

- a) To protect children within its area who are experiencing, or at risk of abuse, neglect or other kinds of harm, and
- b) To prevent children within its area from becoming at risk of abuse, neglect or other kinds of harm.

The objectives of the Safeguarding Adult Board is:

- a) To protect adults within its area who –
  - i. Have needs for care and support (whether or not a local authority is meeting any of those needs), and
  - ii. Are experiencing, or at risk of, abuse or neglect, and
- b) To prevent those adults within its area mentioned above from becoming at risk of abuse or neglect.



## Core Business

The Board recognises its functions under Section 139 of the Safeguarding Board Regulations within the Social Services and Wellbeing (Wales) Act 2014 as its core business. The Terms of Reference for both Boards and their Management Groups reflect the functions as required under schedule 139 of the Safeguarding Board Regulations. These include the responsibility to make enquiries into organisations and other partnerships in relation to their safeguarding responsibilities.

Membership and structures are regularly reviewed and updated within the Safeguarding Board arrangements and work plans for each Management Group are aligned with this business plan and include strategic priorities, actions to achieve and success measures to enable us to monitor effectiveness. The Management Groups' work plans will also include mechanisms on how they will engage and include people who may be affected by the work of the Board. These plans are regularly reviewed and amended throughout the year. Status reports are provided to the Board on progress.

# Members of the Safeguarding Boards

Membership of the Safeguarding Boards is compliant with Chapter two of the Guidance under Part 7 section 139(3) of the Social Services and Wellbeing (Wales) Act 2014.

For West Glamorgan Safeguarding Adult Board the membership and their area of responsibility is set out below:

Organisation	Post	Area of Responsibility	Name
City & County of Swansea	Director of Social Services	Co-chair of Adult Board Local Authority representative for City & County of Swansea	David Howes
Swansea Bay University Health Board	Assistant Nurse Director of Nursing and Patient Experience	Co-chair of Adult Board Lead of Safeguarding Swansea Bay University Health Board	Cathy Dowling
NPT County Borough Council	Director of Social Services, Health & Housing	Co-chair of Children Board & Local Authority representative for Neath Port Talbot CBC.	Andrew Jarrett
South Wales Police (Western BCU)	Superintendent	Co-chair Children Board & South Wales Police representative	Simon Belcher
Wales Probation Trust NPS	Assistant Chief Executive Head of Swansea, Neath Port Talbot and Bridgend	National Probation Service representative	Eirian Evans
South Wales Police	Detective Chief Inspector	South Wales Police	Gareth Morgan
City & County of Swansea	Head of Adult Safeguarding	Adult Services representative	Alex Williams
City & County of Swansea	Interim Head of Adult Services Swansea Council	Adult Services representative	Deborah Reed
NPT County Borough Council	Head of Adult Services Service	Adult Services representative	Angela Thomas

Public Health Wales	Designated Nurse in Public Health Wales	National Safeguarding Team	Virginia Hewitt
Swansea Bay University Health Board	Head of Nursing - Safeguarding	Practice Review Management Group representative	Nicola Edwards
City & County of Swansea	Principal Officer for Safeguarding and Performance Quality	Policy, Practice and Procedure Management Group Chair	Damian Rees
NPT County Borough Council	Principal Officer Safeguarding Child and Adult	Quality & Performance Management group Chair	Chris Frey-Davies
South Wales Police	Independent Protecting Vulnerable Person Manager	Practice Review Management Group Chair South Wales Police Public Protection Unit	Sue Hurley
Wales Probation Trust CRC	Probation Service representative	Wales CRC representative	David Bebb
Swansea Bay University Health Board Mental Health	Mental Capacity Act and Deprivation of Liberty Safeguards	Representative for IMCA Service	Karen Williams
Swansea Council for Voluntary Services	Support Services Team Leader	Representative for SCVS	Danielle Lock
Secured Estate	Director/ Governor	Parc Prison/ HMP Swansea Secure Estate representative	Ian Coles/Peter Hayworth
NPT County Borough Council	Learning, Training & Development Manager	Joint Strategic Training Group Chair	Lynne Doyle
Wales Ambulance Service Trust	Senior Professional Safeguarding Children and Adults	WAST representative	Rhiannon Thomas

For West Glamorgan Safeguarding Children Board, the membership and their area of responsibility is set out below:

<b>Organisation</b>	<b>Post</b>	<b>Area of Responsibility</b>	<b>Name</b>
NPTCBC	Director of Social Services Health & Housing	Co-chair Children Board & Local authority representative	Andrew Jarrett
South Wales Police (Western BCU)	Superintendent	Co-chair Children Board & South Wales Police representative	Simon Belcher
City & County of Swansea	Director of Social Services	Local Authority representative Swansea Council	David Howes
NPT County Borough Council	Lead Director of Education	Local Authority representative	Aled Evans
National Probation Service	Assistant Chief Executive Head of Swansea, Neath Port Talbot and Bridgend	National Probation Service representative	Eirian Evans
Swansea Bay University Health Board	Assistant Nurse Director of Nursing and Patient Experience	Co-chair of Adult Board Lead of Safeguarding Swansea Bay University Health Board	Cathy Dowling
Swansea Bay University Health Board	Head of Nursing - Safeguarding	Practice Review Management Group representative	Nicola Edwards
NPT County Borough Council	Head of Children and Young People's Services	Children's Services Representative NPTCBC	Keri Warren
City & County of Swansea	Head of Child and Family Services	Children's Services representative Swansea Council	Julie Thomas
NPT County Borough Council	Head of Participation	Local Authority Representative	Chris Millis
City & County of Swansea	Principal Officer for Safeguarding and Performance Quality	Policy, Practice and Procedure Management Group Chair	Damian Rees

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NPT County Borough Council	Principal Officer Safeguarding Child and Adult	Quality & Performance Management group Chair	Chris Frey-Davies
South Wales Police	Detective Chief Inspector	South Wales Police	Gareth Morgan
South Wales Police	Independent Protecting Vulnerable Person Manager	Practice Review Management Group Chair	Sue Hurley
Swansea Domestic Abuse Forum	Domestic Abuse Coordinator	Domestic Abuse Forum: Swansea, NPT and Bridgend representative Co-chair	Ali Morris
NPT County Borough Council	Learning, Training & Development Manager	Joint Strategic Training Group Chair	Lynne Doyle
Hillside Children's Secure Unit	Interim Principal Manager	Children's Secure Unit representative	Karen Wedmore
City & County of Swansea	Chief Officer Education	Local Authority representative Swansea Council	Mark Sherridan
NSPCC	Services Manager	Voluntary sector representative	Tracey Holdsworth
Barnardo's	Strategic Manager	Voluntary sector representative	Kelly Ahern
CVS	CCoS CVS	Local Voluntary Sector representative across WB	Clare Hopkins
Youth Justice and Early Intervention Service	Youth Offending Services Manager	Western Bay Youth Offending services and Quality & Performance Management Group representative	Jay McCabe/Ali Davies
Prison Service	Head of YOI	HMP Parc	Jason Evans
Public Health Wales National Rep.	Named Professional Safeguarding Children	PHW representative	Ian Smith
Wales Ambulance Service Trust	Senior Professional Safeguarding Children and Adults	WAST representative	Rhiannon Thomas

# Safeguarding Priority Outcomes 2019/20

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Safeguarding Priority 1: We will tackle Exploitation		
Strategic Outcome: To tackle exploitation across the region.		
Priority Objective: Identify and understand the pattern of exploitation across the region in order to develop strategies to tackle exploitation.		
Priority Area/Focus	What do we want to achieve?	What are the outcome indicators?
<ul style="list-style-type: none"> <li>• Sexual Exploitation/Sexual Abuse</li> <li>• Harmful Sexual Behaviours</li> <li>• Criminal Exploitation</li> <li>• Human Trafficking/ Modern Slavery</li> <li>• Domestic Violence and Abuse</li> <li>• Peer on Peer abuse</li> <li>• Financial Abuse</li> <li>• Professional Abuse</li> <li>• MISPER</li> <li>• Radicalisation</li> <li>• Online</li> </ul>	<p>A consistent framework for compiling useful information to gain a clear picture of exploitation across the region.</p> <p>Data from each Local Authority Area collated to establish the prevalence of these issues across the region.</p>	<ul style="list-style-type: none"> <li>• To have a better understanding of what information is gathered and held by partner agencies across the region.</li> <li>• To work together to disrupt perpetrators of exploitation.</li> <li>• To utilise networks to provide support for potential victims of exploitation.</li> <li>• To ensure staff and volunteers working with potential victims or perpetrators are given support and advice on managing these cases.</li> </ul>

**Safeguarding Priority 2: We will improve our Engagement & Participation with Citizens and Partner agencies.**

**Strategic Outcome: Improved engagement and participation of citizens and partner agencies.**

**Priority Objective: To engage citizens and partner agencies in the work of the Board by providing opportunities to participate.**

Priority Area/Focus	What do we want to achieve?	What are the outcome indicators?
<p><b>Who are the priority groups and what are their local worries?</b></p>	<p>Better picture of Safeguarding concerns from the local population.</p> <p>Improved accessible resources e.g. website and social media platforms.</p>	<ul style="list-style-type: none"> <li>• To ensure children, young people, adults and their communities are safe, independent, resilient and responsible for their own wellbeing.</li> <li>• A Junior Safeguarding Board established to represent the views of Children and Young People in all the Board's business.</li> <li>• To establish a Safeguarding Board to represent the views of all citizens 18+.</li> <li>• To ensure consultation events are facilitated to seek feedback which will be aggregated to drive service improvement and development.</li> <li>• People and partner agencies will be able to access information about the Board's work where and when they want it.</li> <li>• People and partner agencies will be able to contribute directly to service design and the work undertaken by the Board.</li> </ul>

Safeguarding Priority 3: Effective management of the local Safeguarding Board		
Strategic Outcome: Effective management of the local Safeguarding Board		
Priority Objective: To review the performance of the Board and its partners in carrying out its functions and objectives in safeguarding children and adults at risk.		
Priority Area/Focus	What do we want to achieve?	What are the outcome indicators?
<p><b>Self-Assessment</b></p> <p><b>Raising the West Glamorgan Safeguarding Board’s Profile</b></p>	<p><b>The Board will accurately assess areas of strength and areas of development for Board partners and represented bodies.</b></p> <p><b>The Board will accurately assess its performance in carrying out its objectives.</b></p> <p><b>Establishing strong links with the South West Wales nominated representative of the National Safeguarding Board.</b></p> <p><b>West Glamorgan Safeguarding Board to form and develop strong links with the Local Authority Corporate structures.</b></p>	<ul style="list-style-type: none"> <li>• A Section 135 safeguarding audit completed by all Board partners and represented bodies.</li> <li>• To use section 135 audit feedback to inform the implementation of a Self-Assessment day.</li> <li>• A completed Self-Assessment audit with Board partners plotting progress and areas of development.</li> <li>• The views and interests of the West Glamorgan Safeguarding Board strongly represented at a National level.</li> <li>• Corporate Groups from the respective Local Authorities to feed into the Safeguarding Board on areas of concern, progress developments i.e. CSP (Community Safety Partnership) –VAWDASV (Violence Against Women Domestic Abuse and Sexual Violence), County Lines, Radicalisation; Area Planning – Overdose and substance misuse etc.</li> </ul>



<p><b>Performance Management</b></p>	<p><b>The strategic Annual Plans and Reports are regularly presented to local Public Service Boards and Strategic Partnership Board.</b></p> <p><b>West Glamorgan Safeguarding Board is represented at all all-Wales safeguarding groups.</b></p> <p><b>The Quality Performance Management Group works on producing a multi-agency performance framework, which enables members to access the effectiveness of the safeguarding practice across the region.</b></p>	<ul style="list-style-type: none"> <li>• Public Service Boards receive routine presentations from the Safeguarding Board and have a strong awareness of the key priorities to include in their local agenda – Safeguarding becomes embedded in a range of corporate activities.</li> <li>• Views and interests of the West Glamorgan Safeguarding Board are strongly represented through attendance at All-Wales Policies and Procedures Group, All Wales Business Managers Group and All-Wales Child Protection Coordinators Group.</li> <li>• Individual elements which form a performance framework are agreed. Agencies begin to provide data and qualitative information to the group. An annual audit programme is agreed and implemented. In future years the collated information is analysed and presented to WGSB.</li> </ul>
<p><b>Learning and improvement</b></p>	<p><b>An accessible resource from practice review learning to improve service delivery to enhance safeguarding of local citizens.</b></p>	<ul style="list-style-type: none"> <li>• Staff from all agencies are informed of key learning and outcomes from practice reviews and the work undertaken by the Board.</li> <li>• Improved service delivery in multi-agency working.</li> </ul>

## Expenditure

The West Glamorgan Safeguarding Board have held a shared budget for several years and have successfully managed their expenditure without any additional contributions required to support the inclusion of Adult Board expenditure. There are two main reasons for this. One is based on the largest expenditure being staff. The Business Management Unit consists of 1 Manager, 2 x Business Coordinators and 1 x administrator. This resource has been effective in managing and coordinating all arrangements for the Safeguarding Board and its Management Groups. The other has been the year on year savings from projected CPR/APR expenditure. Pooling a resource of independent reviewers across the region has allowed the Boards to significantly save on expenditure used for commissioning external review writers.

### Projected Budget for 2018/19 Is as follows:

Item	Type	Allocated budget
Staff	1 x Board Manager, 2 x Coordinators 1 x Administrator	£134,020
Conferences/Awareness raising	1 x annual conference, 6 x multi agency learning events	£11,000
Practice Reviews/Chronolator licence	APRs x 6 @ £1500 CPRs x 6 @ £1500	£19,200
Training	Various	£5,000
Admin	Travel, subsistence, mobiles, printing	£4,000
	<b>TOTAL:</b>	<b>£173,220</b>

## Collaboration

The role of collaboration and participation for the Safeguarding Board is twofold. The SSWBA Part 7 volume 1 outlines the expectation of the Safeguarding Board to provide children and adults an opportunity to participate in its functions. In addition the Safeguarding Board has an assurance role in ensuring partner agencies are engaging with people and the voice of the adult or child at risk is heard across safeguarding practice. This will inevitably look different across agencies the Board has a role in the continuous audit and review of this area. The Core Business should ensure that each Management Group 'Work Plan' captures the voice of the people.

The West Glamorgan Safeguarding Board acknowledge the links between local, regional and national partnerships and the safeguarding themes that run through them. West Glamorgan Safeguarding Board will ensure close links are made with each Community Safety Partnership across the region with a strategic focus on Domestic Abuse and VAWDASV (Violence Against Women Domestic Abuse and Sexual Violence) strategies. In previous years, the Safeguarding Board has considered Domestic Abuse as a safeguarding priority and although the topic is not included as a stand-alone priority within this annual plan, the Board is keen to ensure communications between the partnerships are maintained and that safeguarding people at risk of, or suffering domestic abuse, remains a focus.

The Board must continue to build relationships and work closely with the other partnerships locally, regionally and nationally to ensure Safeguarding is on everyone's agenda. These include, Public Service Boards, Anti Human Trafficking Groups, Other Safeguarding Boards, National Independent Safeguarding Board and Welsh Government.

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Cyngor Castell-nedd Port Talbot  
Neath Port Talbot Council

## **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL Social Care Health & Wellbeing Cabinet Board**

**25<sup>th</sup> July 2019**

**Report of the Head of the Director of Social Services, Health and  
Housing – A. Jarrett**

**Matter for Decision**

**Wards Affected:** All Wards

**Section 33 Agreement for Care Homes in the West Glamorgan  
Region**

**Purpose of the Report:**

To seek permission for the Director of Social Services, Health and Housing to receive delegated authority to agree the final terms of the Section 33 agreement for care homes in the West Glamorgan region with the West Glamorgan partners of the City and County of Swansea (CCoS) and Swansea Bay University Health Board (SB UHB) (appendices 1-6) and accordingly enter into the Section 33 agreement with CCoS and SB UHB.

**Executive Summary:**

The Social Services and Wellbeing (Wales) Act 2014 (“the Act”) places a legal duty on Local Authorities and Health Boards to enter into a regional pooled fund arrangement for care homes. On 10<sup>th</sup> May 2018, an options paper was presented to Members (background paper 1) on the potential ways in which Neath Port Talbot County Borough Council (“the Council”) could discharge its legal duty to establish a pooled fund for care homes.

Subsequently, Members approved the preferred approach of the Western Bay Regional Programme Board, which was for officers to take forward option one. Option one proposed to align expenditure to avoid the potential financial risks that can arise from a joint risk sharing arrangement and the implementation of a phased approach to the pooled fund.

Officers have worked in partnership with West Glamorgan colleagues to draft a Section 33 agreement to establish a pooled fund for care homes in the West Glamorgan region. There may be some minor revisions required, as such it is requested that the Director of Social Services, Health and Housing is given delegated authority to agree the final terms of the Section 33 agreement and to enter into the final Section 33 Agreement.

### **Background:**

#### Legal Context

The requirement to put in place arrangements to establish a regional pooled fund for care homes is set out under the Partnership Arrangements (Wales) Regulations 2015, issued under Part 9 of the Act.

Section 9 of the Part 9 statutory guidance (Partnership Arrangements) places an expectation on Local Health Boards and Local Authorities to:

- Undertake a population needs assessment and market analysis (including the needs of self-funders);
- Agree an appropriate integrated market position statement and commissioning strategy, which specifies the outcomes required of care homes, range of services required and methods of commissioning;
- Agree a common contract and specification;

- Develop an integrated approach to quality assurance;
- Adopt transparent use of resources, with aligned budgets, identifiable expenditure and shared financial commitments.

Paragraph 62 of the statutory guidance makes it clear that these arrangements should be subject to a formal written agreement.

Section 9 of the Part 9 statutory guidance (Partnership Arrangements) states that these duties took effect from 6<sup>th</sup> April 2018. Rebecca Evans AM, acknowledged the difficulties of achieving full implementation by April 2018 in her ministerial statement of the 10<sup>th</sup> October 2017. In light of this it was confirmed that regional partnerships would be given until the end of April 2019 to deliver the pooled fund requirements before considering intervention.

#### Scope

The Section 33 agreement covers commissioned care home placements for older people aged 65 and over, which meet local health and/or social care needs.

Welsh Government have indicated that pooled fund arrangements should eventually apply to all adult care homes but have not specified timescales for this.

#### Intended Benefits

Welsh Government views closer working through the establishment of pooled funds as a way to support better quality and more efficient services by encouraging partners to collaborate in ways that maximises their capacity to shape the market. Intended benefits of pooled fund arrangements include:

- Less duplication by eliminating or reducing similar processes undertaken and funded by different commissioners;
- Fewer gaps as more integrated commissioning maximises the opportunity to target resources where they are needed. For

example by creating combined integrated services to meet complex needs;

- Reduced silo working where separate budget pressures and processes can lead to different priorities or unilateral decision making, which can have destabilising impacts;
- More efficient processes with fewer coordination problems which can occur when separate organisations have differing roles and functions;
- Reduced delays, which can occur when decision-making involved more than one commissioner, requiring multiple agreements.

This will be achieved by partners working together to understand issues affecting quality and sustainability. The pooled fund arraignment aims to facilitate a shared understanding to help develop more strategic regional collaborative solutions for improving care and sustainability. However, it is recognised that there is a need to accommodate local differences and variations, as such it is not proposed that the pooled fund arrangement is used to homogenise all services.

#### Progress to Date

The West Glamorgan region benefits from strong partnership working, as such many of the requirements needed to meet the Part 9 requirements are already in place. This includes:

- Regional population needs assessment;
- Regional care homes strategy;
- Regional integrated market position statement;
- Regional quality framework;



- Creation of a draft common contract for care home placements across the West Glamorgan region (anticipated to be implemented in 2019);
- Exploring the possibility of developing a shared methodology for understanding care home fees;
- Development of a common data set for mapping and evaluating care home spend and placement activity. Two monthly financial management reports will be generated to underpin the pooled fund arrangements and to support governance and oversight.

Regional boundary changes has slightly delayed progress of finalising the draft Section 33 agreement which is the subject of this report.

#### The Section 33 Agreement

The West Glamorgan partnership believe that the most appropriate way of discharging the obligations under Part 9 of the Act is to develop a Section 33 National Health Services (Wales) Act 2006 partnership agreement. This is in line with most regions across Wales and enables a local authority to carry out specified functions on behalf of other organisations party to the arrangement. The current proposal is for CCoS to host and administer the pooled fund.

The Section 33 agreement is based on equivalent partnership agreements currently used across the region to successfully implement pooled arrangements for intermediate care services. A number of schedules setting out the practical arrangements for administering the pooled funds underpin the Section 33 agreement (Appendices 1-6), these schedules are:

- Schedule One – defines the services under the pooled fund and the aims and objectives to be achieved;
- Schedule Two – defines SB UHB’s health care functions and the Councils and CCoS health related care functions;

- Schedule Three – defines resources that compromise the pooled fund and all related finance and budget setting requirements;
- Schedule Four – defines arrangements for governance, oversight and performance;
- Schedule Five – defines arrangements for aligning expenditure.

Whilst the substantive content of the Section 33 agreement has been agreed by West Glamorgan partners, some modest amendments and revisions may be required before the agreement is finalised. Delegating authority to the Director of Social Services, Health and Housing to approve any subsequent amendments or variations will avoid the need for further delay in establishing the Section 33 agreement.

#### **Financial Impacts:**

The most up to date figures confirming annual gross expenditure on care home services across the West Glamorgan region for older people indicates a regional spend of circa £62 million.

Regional Partner	Gross Annual Expenditure at Year End 18/19
The Council	£20,242,000
CCoS	£24,071,750
SB UHB	£18,300,000*
<b>Total</b>	<b>£62,613,750</b>

\*FNC & CHC for people aged 65+

It is not anticipated that the Section 33 agreement in itself will result in changes to the Council's annual care home spend.

#### **Integrated Impact Assessment:**

A first stage integrated Impact Assessment has been undertaken (Appendix 7). The result shows that a full integrated assessment is

not required as the Section 33 agreement is an administrative function and people will see no change to their provision, including access, availability, model or quality as a direct result of the Council entering into a Section 33 agreement.

**Valleys Communities Impacts:**

Entering into a Section 33 agreement has no spatial impact on our valleys communities and does not link to the impacts identified in the Cabinet's response to the Council's Task and Finish Group's recommendations on the Valleys.

**Workforce Impacts:**

No impact.

**Legal Impacts:**

The Section 33 agreement establishes a pooled fund under Section 33 of the National Health Service Act 2006. Part 9 of the Social Services and Well-being (Wales) Act provides Welsh Ministers with powers to require partnership arrangements between local authorities and local health boards for the purposes of the discharge of their functions.

The Partnership Arrangements (Wales) Regulations 2015 includes specific requirements for partnership bodies for each of the partnership arrangements to establish and maintain pooled funds including in relation to "the exercise of their care home accommodation functions". The Council remains responsible for the discharge of its statutory functions.

**Risk Management Impacts:**

The risks of not entering into a Section 33 agreement for care homes in the West Glamorgan region is referred to in the main body of the report. Schedule four of the Section 33 agreement sets out the arrangements for governance, oversight and performance.

**Consultation:**

There is no requirement for external consultation on this item as this is an administrative function and people will see no changes to services as a direct result of the Council entering into the Section 33 agreement.

**Recommendations:**

It is recommended that the Director of Social Services, Health and Housing receives delegated authority to agree the final terms of the Section 33 agreement for care homes in the West Glamorgan region and to accordingly enter into the Section 33 agreement with the West Glamorgan partners of City and County of Swansea and Swansea Bay University Health Board.

**Reasons for Proposed Decision:**

It is felt that entering into a Section 33 agreement with Western Bay partners is the most appropriate way for the Council to discharge its obligations under Part 9 of the Act.

The Council's obligations under Part 9 of the Act came into force on 6<sup>th</sup> April 2018. Although the timescales for implementation was extended, Local Authorities were informed that Welsh Government may consider intervention if the pooled fund requirements were not delivered by the end of April 2019. Delegating authority to the Director of Social Services, Health and Housing to approve the final terms of the Section 33 agreement will avoid the need for further delay in establishing the Section 33 agreement.

**Implementation of Decision:**

The decision is proposed for implementation after the three day call in period

**Appendices:**

Appendix 1: Section 33 Agreement

Appendix 2: Schedule One

Appendix 3: Schedule Two

Appendix 4: Schedule Three

Appendix 5: Schedule Four

Appendix 6: Schedule Five

Appendix 7: First Stage Integrated Impact Assessment

**List of Background Papers:**

Background Paper 1: Western Bay Pooled Fund for Care Home

Options Paper - [http://modern.gov.neath-](http://modern.gov.neath-portalbot.gov.uk/documents/s38251/WB%20Pooled%20Budget%20report%20-%2010%20May%202018.pdf)

[portalbot.gov.uk/documents/s38251/WB%20Pooled%20Budget%20report%20-%2010%20May%202018.pdf](http://modern.gov.neath-portalbot.gov.uk/documents/s38251/WB%20Pooled%20Budget%20report%20-%2010%20May%202018.pdf)

**Officer Contact:**

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**DATED** \_\_\_\_\_ **2019**

**SWANSEA COUNCIL**

**and**

**NEATH PORT TALBOT COUNTY BOROUGH COUNCIL**

**and**

**SWANSEA BAY UNIVERSITY HEALTH BOARD**

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**AGREEMENT**

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**SECTION 33 OF THE NATIONAL HEALTH SERVICE (WALES) ACT 2006**

**OVERARCHING PARTNERSHIP AGREEMENT**

**for**

**ADULT AND OLDER PEOPLE SERVICES**

## Table of contents

Clause heading and number	Page number
1. DEFINITIONS AND INTERPRETATION .....	5
2. TERM .....	9
3. AIMS AND OBJECTIVES .....	9
4. FINANCIAL CONTRIBUTIONS .....	10
5. NHS FUNCTIONS AND COUNCIL HEALTH RELATED FUNCTIONS .....	10
6. THE SERVICES .....	10
7. ARRANGEMENT OF SERVICES .....	10
8. FINANCIAL PERFORMANCE AND RISK SHARING ARRANGEMENTS .....	12
9. REVIEW .....	13
10. FINANCIAL PLANNING AND BUDGET SETTING PROCESS .....	14
11. TERMINATION.....	14
12. EFFECTS OF TERMINATION .....	15
13. SCRUTINY .....	16
14. EXTERNAL INSPECTION AND MONITORING .....	16
15. INDEMNITY AND INSURANCE.....	16
16. VARIATION .....	18
17. CONFIDENTIALITY AND DATA PROTECTION.....	18
18. FREEDOM OF INFORMATION .....	20
19. DISPUTE RESOLUTION .....	20
20. EXCLUSION OF PARTNERSHIP AND AGENCY.....	21
21. ASSIGNMENT AND SUB AGREEMENTS.....	22
22. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999.....	22
23. PREVENTION OF CORRUPTION / QUALITY CONTROL .....	22
24. COMPLAINTS.....	22
25. NOTICES.....	22
26. NOTIFICATION TO THE WELSH GOVERNMENT .....	23
27. GENERAL PRINCIPLES .....	23
28. FORCE MAJEURE .....	23
29. SEVERABILITY .....	24
30. WAIVER .....	24
31. GOVERNING LAW .....	24
32. ADDITION OR REMOVAL OF SERVICES.....	24



**SCHEDULE 1: THE SERVICES:**  
**Host Partner, Aims and Outcomes & Access to Service**

**SCHEDULE 2: THE HEALTH BOARD AND COUNCIL FUNCTIONS**  
**NHS Health Care Functions and The Council's Health Related Care Functions**

**SCHEDULE 3: RESOURCES:**  
**Finance and Budget Setting**

**SCHEDULE 4: GOVERNANCE:**  
**Approvals, Oversight & Performance**

**SCHEDULE 5: ALIGNMENT OF EXPENDITURE**

**THIS AGREEMENT** is made the                    day of                    2019

**BETWEEN**

**NEATH PORT TALBOT COUNTY BOROUGH COUNCIL** ("Neath Port Talbot") of Civic Centre, Port Talbot, Neath Port Talbot SA13 1PJ of the first part

**SWANSEA COUNCIL** ("Swansea") of Civic Centre Oystermouth Road Swansea SA1 3SN of the third part

**SWANSEA BAY UNIVERSITY HEALTH BOARD** ("the Health Board") of One Talbot Gateway, Baglan Energy Park, Baglan, Port Talbot, SA12 7BR of the fourth part.

**WHEREAS:**

- A     This Agreement covers arrangements to create a regional pooled fund for care home services pursuant to Section 33 of the Act.
- B     This Agreement provides for the establishment and management of individual Pooled Funds between the Health Board and the Councils where any Partner will from time to time be the Host Partner for a Scheme for the purposes of the Regulations.
- C     For the purpose of the implementation of the Partnership Arrangements under this Agreement:
  - 1     The Health Board has agreed that the Council may, in conjunction with exercising its Health Related Functions, exercise the Health Board's NHS Functions in relation to the Services and;
  - 2     The Council has agreed that the Health Board may, in conjunction with exercising its NHS Functions, exercise the Council's Health Related Functions in relation to the Services.
- D     Where the Health Board and the Council arrange Services pursuant to Section 33 of the Act the Services which the Partners arrange shall be set out according to the Schedules and the terms herein.
- E     The Partners shall carry out consultation on the proposals for any Scheme with those persons, user groups, staff and statutory and non-statutory providers,

who appear to them to be affected by the arrangement, as required by Regulation 4(2) of the Regulations.

- F The Partners have agreed to enter into this Agreement to fulfil the requirements in Regulation 8(2) of the Regulations and to record their respective rights and obligations under the Partnership Arrangements and the terms on which the Partnership Arrangements will be exercised and the Service will be delivered.
- G The Partners have entered into this Agreement in order to improve the effectiveness of the Services delivered by them

## **IT IS AGREED AS FOLLOWS:**

### **1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, except where the context otherwise requires, the following expressions shall have the meanings respectively ascribed to them:-

“Act”	means the National Health Service (Wales) Act 2006;
“Agreement”	means this Agreement and any variation of it from time to time agreed between the Partners;
“Authorised Officers”	means the persons notified in writing from time to time by each of the Partners to the other from time to time as authorised to act on behalf of that Partner in that capacity (which person shall until further notice be for the Council its Head of Paid Service and for the Health Board its Chief Executive);
“Budget”	means the budget for a Scheme as set out in or ascertained in accordance with Schedule 3
“Commencement Date”	means 1 <sup>st</sup> April 2019
“Councils”	means the first two parties to this Agreement (and any successor to their statutory function);

“Directions”	means such statutory directions in respect of services as the Partners must follow;
“Eligibility Criteria Threshold”	means the four criteria as derived from the Welsh Government’s Guidance on “Fair Access to Care” as set out in “Creating a Unified and Fair System for Assessing and Managing Care”, April 2002 and these being critical, substantial, moderate and low.
“Financial Year”	means the financial year from 1st April in any year to 31st March in the following calendar year;
“Functions”	means the NHS Functions and the Council’s Health Related Functions which may be carried out (in whole or part) by either Partner for any Scheme approved by the Partners and which are reproduced in Schedule 2 for ease of reference
“Governance Arrangements”	means the arrangements that have been put in place to govern the operation of this Agreement as outlined in Schedule 4
“Health Board”	means Swansea Bay University Health Board (and any successor to its statutory function);
“Health Related Functions”	means the Council functions set out in regulation 6 of the Regulations, which are reproduced in Schedule 2 for ease of reference;
“Host Partner”	means the Partner responsible for any Pooled Funds within a Scheme and its operation in accordance with Regulation 7 (4) of the Regulations;
“Joint Management Board”	means a group of officers for each Scheme who will assist the JPB in its activities through oversight of day to day management of the

	particular agreed Scheme and in accordance with Schedule 4;
“Joint Partnership Board referred to by abbreviation as JPB”	means the membership set out at Schedule 4 and which is responsible for the management of any scheme established under this Agreement and its delivery in accordance with the provisions of Schedule 4;
“Locality”	means the administrative area of the Council;
“Month”	means a calendar month;
“NHS Functions”	means those functions set out in regulation 5 of the Regulations as reproduced in Schedule 2;
“Partners”	means the Councils and the Health Board, and the term “Partner” shall mean either;
“Partnership Arrangements”	means the arrangements as set out in this Agreement concerning the planning, or arranging of services to Adults and Older People and in accordance with the Regulations and any Scheme;
“Partnership Lead”	means the officer responsible within the office of the Host Partner approved by the JPB who shall be the chair of the Joint Management Board;
“Pooled Fund Manager”	means the person determined from time to time under Clause 7.5 and who has been identified in the particular Schedules for a Scheme agreed by the JPB;
“Pooled Fund/Pooled Funds”	means the joint fund or joint funds of monies administered by the Partners from time to time being shared contributions from the Partners for the purpose of securing the Services in the Locality pursuant to this Agreement;

“Regulations”	means the NHS Bodies and Local Authority Partnership Arrangements Regulations 2000, S.I. No. 2993 (W.193) as amended or replaced from time to time;
“Revised Annual Plan”	means an annual statement of agreed intentions referred to in Schedule 4;
“Scheme”	means:- firstly at the Commencement Date the arrangements for the provision of Services set out in the Schedules and  secondly any additional Services which may be added by the method referred to in Clause 32;
“Services”	means the services which are to be made available to Service Users as described in Schedule 1 and such other services as the Partners may agree to be arranged for any particular Scheme and whose costs are to be met from the Pooled Fund or in respect of which the Partners have agreed to make expenditure;
“Service Users”	mean the people who receive the Services to be arranged by the Partners;
“SSWB(W)A 2014”	means Social Services and Well-being (Wales) Act 2014
“Term”	means the period from the Commencement Date and ending on 31 <sup>st</sup> March 2020 subject to earlier termination in accordance with the terms of this Agreement;

1.2 Save to the extent that the context or the express provisions of this Agreement otherwise require:-

- 1.2.1 obligations undertaken or to be undertaken by more than a single person shall be made and undertaken jointly and severally;
- 1.2.2 words importing any gender include any other gender and words in the singular include the plural and words in the plural include the singular;
- 1.2.3 References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the Commencement Date) from time to time;
- 1.2.4 Headings and the Index are inserted for convenience only and shall be ignored in interpreting or in the construction of this Agreement;
- 1.2.5 references in this Agreement to any Clause or Sub-Clause Paragraph or Schedule without further designation shall be construed as a reference to the Clause or Sub-Clause of or Schedule to this Agreement so numbered;
- 1.2.6 any obligation on any of the Partners shall be a direct obligation or an obligation to procure as the context requires;
- 1.2.7 any reference to “indemnity” or “indemnify” or other similar expressions shall mean that either Partner indemnifies, shall indemnify and keep indemnified and hold harmless the other Partner; and
- 1.2.8 any reference to a person shall be deemed to include any permitted transferee or assignee of such person and any successor to that person or any person which has taken over the functions or responsibilities of that person but without derogation from any liability of any original Partner to this Agreement;
- 1.2.9 this Agreement and its Schedules should be read as a whole but in the event of any inconsistency the Schedules shall have precedence

## **2. TERM**

- 2.1 This Agreement shall commence on the Commencement Date and shall continue for the Term, subject to earlier termination as provided below.
- 2.2 The Agreement may be terminated in accordance with the provisions of Clause 11.

## **3. AIMS AND OBJECTIVES**

- 3.1 The aims, benefits and intended outcomes of the Partners in entering in to this Agreement are as outlined at Schedule 1

#### **4 FINANCIAL CONTRIBUTIONS**

- 4.1 The Budget for the first Financial Year together with the mechanism for calculating subsequent Budgets and contributions is set out in Schedule 3.
- 4.2 Any variation to the amounts described at Clause 4.1 shall be dealt with by the procedure set out in Schedule 3.
- 4.3 No provision of this Agreement shall preclude the Partners by mutual agreement making additional contributions from time to time of single non-recurring monies to the Pooled Fund but no such additional contributions shall be taken into account in the calculation of the Partners' respective contributions for the purpose of apportionment at Schedule 3.
- 4.4 Any such additional contributions of non-recurring monies shall be explicitly recorded in Joint Partnership Board minutes and recorded in the budget statement for a Scheme as a separate item.

#### **5. NHS FUNCTIONS AND COUNCIL HEALTH RELATED FUNCTIONS**

- 5.1 The NHS Functions and the Council's Health Related Functions which may be carried out (in whole or part) by either Partner from time to time according to any Scheme are set out in Schedule 2.

#### **6. THE SERVICES**

- 6.1 The Host Partner for the Scheme is identified in Schedule 1.
- 6.2 The Services shall be arranged by the JPB in accordance with the provisions of the relevant Schedules.
- 6.3 The Partners will ensure that the Welsh Government's Guidance on "Fair Access to Care" is fully implemented and that the Eligibility Criteria Thresholds as agreed by the Councils are consistently applied.
- 6.4 The Eligibility Criteria Threshold for the provision of Services will operate according to Schedule 1 for any Scheme.
- 6.5 The Partners will ensure that the Welsh Government's Guidance and Code of Practice issued under the SSWB(W)A 2014, are fully implemented and applied accordingly.

#### **7. ARRANGEMENT OF SERVICES**

- 7.1 Pooled Funds shall be established for arranging the Services.



- 7.2 For any Scheme one of the Councils or the Health Board shall be the Host Partner for the purposes of Regulation 7(4) of the Regulations.
- 7.3. The Joint Partnership Board will be established in accordance with Schedule 4 to carry out the functions as set out in Schedule 4 and shall be supported by a Joint Management Board according to that Schedule's requirements.
- 7.4 The Pooled Fund Manager shall be responsible for the management of the Pooled Fund for a Scheme.
- 7.5 The Pooled Fund Manager shall be approved by the Partners who are not the Host partner for a Scheme (such approval not to be unreasonably withheld) and affirmed in the role by the Joint Partnership Board at the outset of a Scheme.
- 7.6 The Pooled Fund Manager where the Council is the Host Partner shall be accountable directly to the Partnership Lead for an approved Scheme.
- 7.7 The Pooled Fund Manager where the Health Board is the Host Partner shall be accountable directly to the Partnership Lead for an approved Scheme.
- 7.8 The internal regulations of the Host Partner shall apply to the management of the Pooled Funds under this Agreement, insofar as the funding is held and defrayed by the Host Partner.
- 7.9 The Pooled Fund Manager shall be responsible for authorising payments and the Host Partner shall make payments from the Pooled Fund and shall be responsible for authorising payments, insofar as the funding is held and defrayed by the Host Partner, in accordance with the Service description and the Aims and Objectives, as set out in Schedule 1 provided that the Partners shall be responsible for payments under regular day to day provision of the Service supplied directly through their own employees and/or contractors.
- 7.10 The Pooled Fund Manager shall be responsible for managing the Pooled Fund and forecasting and reporting to the JPB upon the targets and information in accordance with and any further targets or performance measures that may be set by the JPB from time to time.
- 7.11 The Pooled Fund Manager shall report to the Authorised Officers in accordance with the requirements of the Regulations. The Council's Authorised Officer shall in turn ensure reporting on the same to the officer of the Council responsible for the administration of their financial affairs under Section 151 of the Local Government Act 1972.
- 7.12 Each Partner shall comply with all Statutes, Regulations, Guidance, Directions and Directives relating to the provision of the Services or any part thereof.

## **8. FINANCIAL PERFORMANCE AND RISK SHARING ARRANGEMENTS**

- 8.1 The Pooled Funds are to be used solely to achieve the aims and objectives of a Scheme set out in Schedule 1 and according to the arrangements for spend and performance set out at Schedule 3 and 5.
- 8.2 The Pooled Fund Manager of a Scheme shall submit information monthly and report every three months in summary form to the JPB at its meetings, on spend and the performance information specified in the Appendix to Schedule 5 for a Scheme. The Partners agree to provide all necessary information to the Pooled Fund Manager in time for the reporting requirements to be met.
- 8.3 The Partners shall ensure:-
- a) The Pooled Funds are used efficiently to deliver agreed outcomes.
  - b) The expenditure and income within the Pooled Funds remain within budget, and that any exceptions to this are reported to the JPB in a timely manner.
  - c) A high level of probity in financial management arrangements.
  - d) Resources allocated to Pooled Funds are safeguarded by suitable financial and management systems in accordance with each Partners financial procedures.
- 8.4 Subject to Welsh Government approval, the benefit of any surplus in the Pooled Fund at the end of any Financial Year may:
- 8.4.1 Be used for such other expenditure of the same general nature as that contained within the Scheme as the Partners may unanimously determine and
  - 8.4.2 Where the Partners agree, remain within the Pooled Fund for a Scheme to be used to meet such other expenditure as the Partners may determine.
- 8.5 Subject to Welsh Government approval, where there is no agreement under Clause 8.4. (in full or in part), the benefit of any surplus in the Pooled Fund at the end of any Financial Year shall be distributed to the Partners pro rata to their contributions for the Financial Year.
- 8.6 The Partners shall take mitigating action as appropriate to ensure expenditure remains within the limit of a Pooled Fund and neither party shall act unreasonably to expose the other to undue financial risk.
- 8.7 Save:
- 8.7.1 to the extent that a party's liability arises pursuant to clause 12 and/or
  - 8.7.2 to the extent agreed between the parties in writing;

And subject to clauses 4.3 & 15 the Partners shall be jointly responsible (in the proportions determined according to the formula for balancing payments as at Schedule 3 to the Agreement in respect of a Pooled Fund for the Financial Year) for any such costs, claims, expenses or liabilities incurred in accordance with the terms of this Agreement.

8.8 The monthly reports of the Pooled Funds Manager to be submitted to the Joint Partnership Board shall include:

8.8.1 Monthly financial performance reports detailing performance against agreed funding.

8.8.2 A variance analysis for the period and expected forecast outturn and where required, an explanatory note setting out actions being taken to tackle areas where there is a projected underspend or overspend against agreed budgets.

8.8.3 Annual statements of spend and performance against the Pooled Funds will also be provided in line with any statutory timescales required by either The Health Board or the Councils.

8.9 The Pooled Funds Manager shall maintain and provide in addition to information provided under Clause 8.8 above when requested by either of the members of the JPB at the expense of that Partner such information as shall be appropriate to describe the cost of arranged Services for so long as any part thereof is being provided to Service Users notwithstanding any notice of termination in accordance with Clause 11 & 25.

8.10 The governance arrangements shall be as set out in Schedule 4 for a Scheme.

8.11 Approval for all other reasonable administrative expenses incurred by the Pooled Funds outside of the budget in-year must be approved in writing in advance of spend and will require the agreement of the Partners before being accepted as an allowable charge to the particular Pooled Fund for a Scheme.

## **9. REVIEW**

9.1 The Partners, through the Joint Partnership Board, shall review the operation of the Scheme annually by 1st July of every year.

9.2 Reviews of this Agreement shall be conducted in good faith and in accordance with the governance arrangements set out in Schedule 4; shall be based upon information to be provided as set out in Schedule 4.

9.3 The Partners shall review the operation of this Agreement on the coming into force (or anticipation of the coming into force) of any legislation or guidance affecting the terms of this Agreement so as to ensure that the terms of this Agreement comply with such legislation or guidance.

## **10. FINANCIAL PLANNING AND BUDGET SETTING PROCESS**

- 10.1 The Partners will prepare planning assumptions of inflation allowances for salary and non-salary expenditure and income together with proposed variations to the expenditure budget in respect of for example:
- 10.1.1 Growth and demographic changes
  - 10.1.2 Service enhancements and reductions
  - 10.1.3 Required efficiency/quality improvements
  - 10.1.4 Cost pressures/increases in demand; and expected changes in Service delivery costs
  - 10.1.5 National initiatives
- 10.2 These will be considered in the context of the overall budget of the Council and the Health Board as applicable.
- 10.3 The Budget for a Scheme and which is to be agreed by the Partners will take into account effects on other budgets and the financial resources of the Partners.
- 10.4 Where the Partners do not agree an annual Budget by the time of the commencement of a new Financial Year they shall remain liable to contribute the same sum as was identified as their contribution in the previous Financial Year (together with any inflation on salaries including increments and pay settlements) until such time as an annual review at Clause 9 or termination takes effect.
- 10.5 As part of the annual Budget setting process, the Partners shall seek appropriate advice in respect of the factors outlined in clauses 10.1 and 10.3 above.

## **11. TERMINATION**

- 11.1 If the Health Board or the Council(s) fails to meet any of its respective obligations under this Agreement, any Partner may by written notice request the Partner in default to take such reasonable action to rectify such failure within 60 days of the date of the notice.
- 11.2 Should the Partner in default fail to rectify such failure within such time-scale, the other Partner(s) may give a minimum of three months written notice to terminate the Agreement.
- 11.3 Any Partner shall be entitled to terminate this Agreement immediately by notice to the other Partner(s), if the other Partner(s), its employees or agents either offer, give or agree to give to anyone any inducement or reward or confers any other benefit in respect of this or any other Agreement (even if the Partner is unaware of any such action) or otherwise commits an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972.

- 11.4 Any Partner is entitled to terminate this Agreement forthwith by written notice to the other Partner(s) if an event of force majeure pursuant to clause 28 persists for more than 3 months.
- 11.5 Any Partner is entitled to terminate this Agreement by giving not less than twelve months written notice to the other such notice to end at the end of a Financial Year.
- 11.6 The Partners may mutually agree that this Agreement is terminated on an agreed date. For the avoidance of doubt where one Partner terminates their involvement in this Agreement the, Agreement shall remain in force subject to appropriate variations being agreed between the remaining Partners.
- 11.7 Any termination of this Agreement under this Clause shall be without prejudice to any continuing obligations of the Partners under Clause 12.
- 11.8 Any addition or removal of a Scheme or the Services provided pursuant to this Agreement shall be dealt with in accordance with Clause 32.
- 11.9 Any Partner may withdraw from this Agreement by mutual agreement of all partners at a date to be agreed by the partners.
- 11.10 Any Partner withdrawing from this Agreement pursuant to Clause 11.6 and 11.9, shall cease being part of the Partnership Arrangements upon expiry of the notice period.
- 11.11 The withdrawal of a Partner from this Agreement pursuant to Clause 11.6 and 11.9 shall not cause this Agreement to terminate, but shall entitle the remaining Partners to continue with the Partnership Arrangements.

## **12. EFFECTS OF TERMINATION**

- 12.1 Notwithstanding any notice of termination in accordance with Clause 11 & 25
- 12.1.1 the Partners shall continue to be liable to arrange the Service within a Scheme in accordance with this Agreement until the actual date of termination;
- 12.1.2 the Partners shall remain liable to operate the Pooled Fund for a Scheme in accordance with this Agreement so far as is necessary to ensure fulfilment of the obligations in Sub-Clause 12.1.1; and
- 12.1.3 for the avoidance of doubt the Partners shall remain liable to contribute that proportion of the cost of a Scheme which comprises its contribution until the termination takes effect;
- 12.1.4 in the event that the Partners have jointly agreed to procure a contract with a provider for the provision of any part of the Services and one Partner (the "Contributing Partner") has agreed to make a contribution to

the other in respect of the costs of that contract the Contributing Partner shall continue to pay such contribution while that contract subsists.

12.1.5 the Partners shall cooperate together to ensure that any Service User who has started to receive a service under this Agreement continues to receive an appropriate service whilst the Partners make arrangements to revert to separate service provision.

12.1.6 the Partners shall cooperate together to facilitate the orderly winding up of the Partnership Arrangements and shall act to avoid any redundancies amongst staff of the Host Partner who are funded whether in part or in whole from the Pooled Fund.

12.1.7 the Partners shall contribute equally to any redundancy costs of the Host Partner arising out of the termination.

12.2 Subject to the foregoing commitments of the Partners, following termination of this Agreement, in the event that the Host Partner holds any funds surplus to any outstanding financial commitments or requirement to repay Grant Funding for the purpose of the Service those funds shall be divided between the Partners in the percentage shares identified in Schedule 3

12.3 Subject to compliance with any Grant Funding conditions, any assets purchased from the Pooled Fund will be disposed of by the Partners for the purposes of meeting any of the costs of winding up the Service or where this is not practicable such goods will be shared proportionately between the Partners in the percentage shares identified in Clause 12.2 above.

12.4 In the event that this Agreement is terminated the Partners agree to co-operate to ensure an orderly wind up of their joint activities as set out in this Agreement so as to minimise disruption to all Service Users carers and Staff, and comply with individual rights as set out in their contract of employment.

12.5 The operation of this Clause 12 together with Clauses 14, 15, 17, 18 and 19 shall survive the termination or expiry of this Agreement.

### **13. SCRUTINY**

13.1 The Partners will make senior officers available to attend each other's committees and boards with responsibility for the development of policy and the scrutiny of decisions taken in relation to the Services.

### **14. EXTERNAL INSPECTION AND MONITORING**

14.1 The Partners Shall:

14.1.1 comply with any statutory inspection requirements in relation to Services and will liaise as required with the Welsh Government and the Care and Social Services Inspectorate Wales (CSSIW) and /or Healthcare Inspectorate Wales (HIW)/ Social Care Wales (SCW) and/or other relevant regulatory bodies.

14.1.2 provide appropriate access and information to any external body empowered by statute to inspect or monitor the Partners' discharge of the Services.

14.1.3 work together to ensure that recommendations made to the Council pursuant to its outcome agreement with the Welsh Government or any other administrative procedure which replaces it are implemented.

## **15. INDEMNITY AND INSURANCE**

15.1 The Partners shall maintain (during the term of this agreement together with any period during which the Services are provided under clauses 12.1.4 and 12.1.5) employers liability insurance to a minimum level of ten million pounds (£10,000,000) per claim or aggregate cover of ten million pounds (£10,000,000) in any Financial Year and public liability insurance or its equivalent in respect of the Services provided under this Agreement to a minimum level of ten million pounds (£10,000,000) per claim or aggregate cover of ten million pounds (£10,000,000) of claims in any Financial Year and shall review the adequacy of such cover not less frequently than once in each Financial Year. Provided that the Councils acknowledge that the Health Board participates in the Welsh Risk Pool indemnity arrangements and accept that this participation satisfies the Health Board's obligations under this clause 15.1.

15.2 Any Partner shall upon request from another Partner from time to time:

15.2.1 provide evidence that the insurance arrangements required by clause 15.1 and 15.10 are fully paid up and in force;

15.2.2 allow the requesting Partner to inspect its insurance policies; and

15.2.3 provide the requesting Partner with copies of the full policy document.

15.3 Subject to Clause 15.4 each Partner (the "Indemnifying Partner") shall indemnify the other Partner, their officers, employees and agents against any damage, cost, liability, loss, claim or proceedings whatsoever arising in respect of:

15.3.1 any damage to property real or personal including (but not limited to) any infringement of third party patents copyrights and registered designs;

15.3.2 any personal injury including injury resulting in death;

15.3.3 any fraudulent or dishonest act of any of its officers, employees or contractors;

15.3.4 any negligent act or omission of its officers, employees or contractors

14.3.5 any breach of the obligations under this Agreement or any related statutory provision

- 14.3.6 any other civil claim including any claim under contract arising out of actions undertaken by the Host Partner acting within its proper authority under this agreement  
or arising out of or in connection with the Service.
- 15.4 Where the Indemnifying Partner has only contributed partially to the cause of any damage, cost, liability, loss, claim or proceedings, it shall only be liable to indemnify the other Partner for such proportion of the total costs of such damage, cost, liability, loss, claim or proceedings as its contribution to the cause bears to the total damage, cost, liability, claim or proceedings. Where the Partners are unable to agree any such apportionment, the disputes procedure in Clause 19 shall apply.
- 15.5 In the event that it cannot be determined which Partner(s) caused or contributed to any damage, cost, liability, loss, claim or proceedings then liability for such sum shall be determined in accordance with the ratio of the Partners contribution to the Pooled Fund.
- 15.6 The indemnity at Clause 15.3 shall apply to any such claim or proceeding:-
- 15.6.1 unless, as soon as reasonably practicable following receipt of notice of such claim or proceeding, the Partner in receipt of a claim shall have notified the other Partner in writing of it, and shall, upon any of the latter's request and at the latter's cost, have permitted the former to have full care and control of the claim or proceeding, using legal representation approved by the latter Partner, such approval not to be unreasonably withheld; or
- 15.6.2 if the Partner in receipt of the claim or proceeding, its employees or agents shall have made any admission in respect of such claim or proceeding or taken any action related to such claim or proceeding prejudicial to the defence of it without the written consent of the other Partner (such consent not to be unreasonably withheld or delayed), provided that this condition shall not be treated as breached by any statement properly made by the Partner in receipt of the claim, its employees or agents in connection with the operation of its internal complaints procedures, accident reporting procedures or disciplinary procedures or where such statement is required by law.
- 15.7 Each Partner shall keep the other Partners and their legal advisers fully informed of the progress of any such claim or proceeding, will consult fully with the other Partners on the nature of any defence to be advanced and will not settle any such claim or proceeding without the written approval of the other Partners affected (such approval not to be unreasonably withheld).
- 15.8 Without prejudice to the provisions of Clause 15.5, the Partners will use their reasonable endeavours to inform each other promptly of any circumstances reasonably thought likely to give rise to any such claim or proceedings of which they are directly aware and shall keep each other reasonably informed of



developments in relation to any such claim or proceeding even where they decide not to make a claim under this indemnity.

- 15.9 The Partners shall each give to the other such help as may reasonably be required for the efficient conduct and prompt handling of any claim or proceeding.
- 15.10 The Partners shall ensure that they maintain policies of insurance (or in the case of the Health Board, equivalent arrangements through the schemes operated by the Welsh Risk Pool) to cover the matters referred to in Clauses 15.3 including but not limited to employers liability, public liability and other liabilities to third parties.
- 15.11 The Partners will maintain the insurances set out in Clause 15.1 and 15.10 for a period of 12 years following any termination or expiry of the Agreement

## 16. **ADDITION VARIATION OR REMOVAL OF SERVICES**

- 16.1 No variation to this Agreement shall be effective unless it is in writing and contained in an agreement executed by the Partners using the same formalities as this Agreement.
- 16.2 The Partners may (subject to Clause 16.1, the duty to consult and other constraints contained in the Regulations) by mutual consent add further Schemes or Services to this Agreement or either remove Schemes or Services from it or vary those Schemes.
- 16.3. The Schemes or Services shall be added varied or removed by such amendment to the Schedules and the body of this Agreement as the Partners may agree which may include separate description of the Schemes or Services, Pooled Funds and management arrangements such as Delivery Boards.

## 17. **CONFIDENTIALITY AND DATA PROTECTION**

- 17.1 The Partners comply and have adequate measures in place to ensure its compliance at all times with the provisions and obligations of the Data Protection Act 2018 ( the “DPA”) and the General Data Protection Regulation 2016/679 (the “GDPR”). This shall include but is not limited to:
- 17.1.1 Partners shall not use Personal Data, Protected Data and Sensitive Personal Data (as both defined in the DPA and the GDPR) or any part thereof for any purposes whatsoever other than for the purpose of performing the Services
- 17.1.2 Partners shall keep and dispose of all Personal Data and Sensitive Personal Data in a safe and secure manner
- 17.1.3 Partners shall retain all Personal Data, Protected Data and Sensitive Personal Data for only as long as is necessary for performing the Services

- 17.2 Partners shall immediately inform each other in the event of any breaches or suspected breaches of the provisions of the DPA and GDPR in relation to information obtained in the course of performing the Services
- 17.3 Each Partner shall:
- 17.3.1 treat as confidential and provide appropriate safeguards for all or any information which belongs to and has been supplied by and designated as confidential by the other Partner howsoever or in whatsoever manner such information is conveyed or stored, including information which relates to the business, affairs, assets, goods or services or operations of the other Partner (“Confidential Information”); and
- 17.3.2 not disclose any Confidential Information to any other person without the prior written consent of the Partner, except to such person and to such extent as may be necessary for the performance of the Services or as required by law.
- 17.4 The Partners shall take all necessary precautions to ensure that all Confidential Information obtained from either Partner under or in connection with the Services:-
- 17.4.1 is given only to such of the staff engaged in connection with the performance of the Services as is strictly necessary for the performance of the Services and only to the extent necessary for performance of the Services;
- 17.4.2 is treated as confidential and not disclosed (without prior approval) or used by any staff otherwise than for the purposes of the Services.
- 17.5 The Partners agree that information relating to the provision of Services as defined in this Agreement may also be shared with the Welsh Government, Welsh NHS bodies, the Audit Commission and the Wales Audit Office where this is necessary for them to meet their obligations as defined by statute, regulation or contractual commitment.
- 17.6 The obligations of confidentiality in this clause 17 shall not extend to any matter which any Partner can show:
- 17.6.1 is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement; or
- 17.6.2 is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

## **18. FREEDOM OF INFORMATION**

18.1 Each of the Partners is a public authority within the meaning of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). The Partners agree that they will each co-operate with one another to enable any Partner receiving a request for information under the FOIA or the EIR to respond to that request promptly and within the statutory timescales. This co-operation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other Partners or parties as appropriate and responding to any requests by the Partner receiving a request for comments or other assistance.

## **19. DISPUTE RESOLUTION**

19.1 Prior to any dispute difference or disagreement being referred to mediation pursuant to the remaining provisions of this paragraph 19 the Partners shall seek to resolve the matter as follows:

19.1.1 in the first instance the issue shall be considered by chief officers with delegated responsibility for the Service

19.1.2 if the aforementioned chief officers are unable to resolve the matter within 30 working days then the issue shall be referred to the Head of Paid Service of the Council and the Chief Executive officer of the Health Board ('the Heads of Paid Service')

19.1.3 if the Heads of Paid Service are not able to resolve the matter within a further thirty (30) working days the provisions of paragraph(s) 19.2 and 19.3 shall take effect

19.2 In the event of the Heads of Paid Service not being able to resolve the matter shall be dealt with by the following mediation procedure:

19.2.1 for the purpose of this paragraph 19.2 a dispute shall be deemed to arise when one Partner serves on the other a notice in writing stating the nature of the dispute

19.2.2 every dispute notified under this paragraph 19.2 shall first be referred to mediation in accordance with the mediation procedures of the Alternative Dispute Resolution Group London

19.2.3 the mediator shall be agreed upon by the Partners and failing such agreement within fifteen (15) working days of one Partner requesting the appointment of a mediator and proposing a name then the mediator shall be appointed by the head of the division of the Welsh Government for the time being with responsibilities for the oversight of the Services

- 19.2.4 unless agreed otherwise the Partners shall bear their own costs of the mediation and share equally the costs of the mediator
- 19.2.5 the use of mediation will not be construed under the doctrines of laches waiver or estoppel to affect adversely the rights of any Partner and in particular any Partner may seek a preliminary injunction or other judicial relief at any time if in its judgment such action is necessary to avoid irreparable damage
- 19.3 In the event of the Partners failing to reach agreement following mediation the following procedure shall be followed:
- 19.3.1 in the event of the Partners failing to reach agreement on their dispute or difference following mediation pursuant to paragraph 19.2 one Partner may serve on any other a notice in writing stating the nature of the matters still in dispute
- 19.3.2 the dispute or difference shall then be referred to the arbitration of a sole arbitrator to be appointed in accordance with Section 16(3) of the Arbitration Act 1996 (“the Arbitration Act”)
- 19.3.3 in the event of failure of the Partners to make the appointment pursuant to Section 16(3) of the Arbitration Act the appointment shall be by the President (or if the President be unwilling, unable or unavailable) the Vice President for the time being of the Law Society
- 19.3.4 the arbitration will be regarded as commenced for the purposes set out in Section 14(1) of the Arbitration Act when one Partner sends to the other written notice in accordance with the Arbitration Act
- 19.3.5 the arbitration shall be conducted in accordance with the Rules of the Chartered Institute of Arbitrator(s) or any amendment or modification thereof being in force at the date of commencement of the arbitration
- 19.4 This dispute resolution procedure cannot be used in relation to any dispute relating to the setting of the Budget or any revision of this Agreement

## **20. EXCLUSION OF PARTNERSHIP AND AGENCY**

- 20.1 The Partners expressly agree that nothing in this Agreement in any way creates a legal partnership between them.
- 20.2 No Partner nor any of its employees or agents will in any circumstances hold itself out to be the servant or agent of the other Partner, except where expressly permitted by this Agreement.

## **21. ASSIGNMENT AND SUB AGREEMENTS**

- 21.1 No Partner shall assign nor transfer the whole or any part of this Agreement, without the prior written consent of the other Partner, except where expressly permitted by the Agreement.
- 21.2 Any Partner shall be entitled to assign novate or otherwise transfer its rights and obligations pursuant to this Agreement to a statutory successor. This Agreement shall be binding on and shall endure to the benefit of the Health Board and the Council and their respective successors and permitted transferees and assignees.

## **22. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 22.1 The Contracts (Rights of Third Parties) Act 1999 is hereby excluded.
- 22.2 No variation to this Agreement and no supplemental or ancillary agreement to this Agreement shall create any such rights unless expressly so stated in any such agreement by the parties to this Agreement.
- 22.3 This Clause does not affect any right or remedy of a third party, which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

## **23. PROBITY AND QUALITY CONTROL**

- 23.1 The Partners shall ensure that any complaints received about the Service shall be dealt with promptly and in accordance with their adopted complaints procedures.

## **24. COMPLAINTS**

- 24.1 The Partners shall ensure that any complaints received about the Service shall be dealt with promptly and in accordance with their adopted complaints procedures.
- 24.2 In circumstances where the complaints policies and procedures of more than one Partner may apply the Partners shall agree which shall be applied and in the absence of agreement the Host Partner shall determine which policy or procedure will apply.
- 24.3 Where applicable any complaints which have not been resolved under the above sub clause shall be dealt with under any appropriate statutory complaints procedure which applies to that class of complaint.
- 24.4 The Partners shall ensure that any service providers appointed to provide the Services shall have appropriate complaints procedures which are communicated to Service Users and to confirm that Service Users have a separate right to complain to Care and Social Services Inspectorate of Wales and that appropriate liaison will take place between the Host Partners and the service provider where any complaints affect their respective responsibilities.

## **25. NOTICES**

- 25.1 All notices under this Agreement shall only be validly given if given in writing, addressed as follows:-
- 25.1.1 if to the Health Board, addressed to its Chief Executive as above;  
or
- 25.1.2 if to the Council, addressed to its Chief Executive as above.
- 25.2 Any notices required to be given under this Agreement must be in writing and may be served by personal delivery, post (special or recorded delivery or first class post) or facsimile at the address set out at the beginning of this Agreement or at such other address as each party may give to the other for the purpose of service of notices under this Agreement.
- 25.3 Notices shall be deemed to be served at the time when the notice is handed to or left at the address of the party to be served (in the case of personal delivery) or the day (not being a Saturday, Sunday or public holiday) next following the day of posting (in the case of notices served by post) or at 10 a.m. on the next day (not being a Saturday, Sunday or public holiday) following dispatch if sent by facsimile transmission.
- 25.4 To prove service of any notice, it shall be sufficient to show in the case of a notice delivered by hand that the same was duly addressed and delivered by hand and in the case of a notice served by post that the same was duly addressed prepaid and posted special or recorded delivery or by first class post. In the case of a notice given by facsimile transmission, it shall be sufficient to show that it was dispatched in a legible and complete form to the correct telephone number without any error message on the confirmation copy of the transmission.
- 24.5 Any Partner serving a notice on another Partner under this Clause shall promptly copy such notice to the other Partners.

## **26. NOTIFICATION TO THE WELSH GOVERNMENT**

- 26.1 In accordance with the relevant guidance the Partners agree that they shall lodge with the Welsh Government a copy of this Agreement and any Services added under Clause 32.

## **27. GENERAL PRINCIPLES**

- 27.1 In relation to the Services, the Partners shall:
- 27.1.1 treat each other with respect and an equality of esteem;
- 27.1.2 be open with information about the performance and financial status of each;
- 27.1.3 provide early information and notice about relevant problems; and
- 27.1.4 co-operate with each other to agree joint protocols and any variance in such protocols as may be required from time to time.

## **28. FORCE MAJEURE**

- 28.1 In this Agreement "force majeure" shall mean any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including without limitation act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order rule regulation or direction, accident, fire, flood or storm.
- 28.2 If any party is prevented or delayed in the performance of any or all of its obligations under this Agreement by force majeure, that party shall forthwith serve notice in writing on the other party or parties specifying the nature and extent of the circumstances giving rise to force majeure and shall, subject to service of such notice (and to Clause 28.4), have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events.
- 28.3 The party affected by force majeure shall use all reasonable endeavors to bring the force majeure event to a close or to find a solution by which the Agreement may be performed, despite the continuance of the force majeure event.
- 28.4 If any party is prevented from performance of any or all of its obligations for a continuous period in excess of three months the other party may terminate this Agreement forthwith by written notice, in which case neither party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

## **29. SEVERABILITY**

- 29.1 If at any time any part of this Agreement (including any one or more of the clauses of this Agreement or any sub-clause or paragraph or any part of one or more of these clauses) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.

## **30. WAIVER**

- 30.1 The rights and remedies of any party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such party to the other nor by failure of, or delay by the said party in ascertaining or exercising of any such rights or remedies. The waiver by any party of any breach of this Agreement shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

### **31. GOVERNING LAW**

- 31.1 This Agreement shall be considered as a contract made in England and Wales and shall be subject to the laws of England and Wales as they apply in Wales.
- 31.2 Subject to the provisions of any jointly agreed dispute resolution procedure, all the parties agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Agreement and irrevocably submit to the jurisdiction of those courts.

### **32. ADDITION OR REMOVAL OF SERVICES**

- 32.1 The Partners may (subject to the duty to consult and other constraints contained in the Regulations) by mutual consent add further Schemes or Services to this Agreement or remove Schemes or Services from it or vary those Schemes.
- 32.2 The Schemes or Services shall be added or removed by such amendment to the Schedules and the body of this Agreement as the Partners may agree which may include separate description of the Schemes or Services, Pooled Funds and management arrangements such as JPBs and Joint Management Boards.
- 32.3 These amendments shall be contained in an agreement executed using the same formalities as this Agreement



**IN WITNESS** whereof the Partners have executed this Agreement as a Deed the day and year first before written.

Executed as a deed by affixing the

**COMMON SEAL** of

**SWANSEA BAY UNIVERSITY**

**HEALTH BOARD**

In the presence of:

Signed (Authorised Officer):

Name/Position:

Executed as a deed by affixing the

**COMMON SEAL** of

**NEATH PORT TALBOT COUNTY BOROUGH COUNCIL**

In the presence of:

Signed (Proper Officer)

Name/Position

Executed as a deed by affixing the

**COMMON SEAL** of **SWANSEA COUNCIL**

In the presence of:

Signed (Authorised Signatory)

Name/Position

## **SCHEDULE 1: THE SERVICES:**

### **Host Partner, Aims and Outcomes & Access to Service**

#### **INTRODUCTION**

Services Aims and Outcomes for the service at commencement of this Agreement are as set out here with details of the Host Partner.

**1. HOST PARTNER: The Council of the City & County of Swansea**

**2. POOLED FUND FOR CARE HOMES JOINT MANAGEMENT BOARD:**

2.1 The Partnership Lead Officer:.....

2.2 The Pooled Fund Manager .....

2.3 Other members comprising

One non-host partner officer.....

One Finance officer (Council).....

One Finance officer (Health Board).....

#### **3.0 AIMS & OBJECTIVES**

3.1 The overarching strategic aim of this Agreement is:-

3.2 To ensure coordinated arrangements for ensuring integrated provision of high quality, cost effective Care Home services for older people aged 65 and over, which meet local health and social care needs, through the establishment of pooled fund arrangements under Section 33 of the Act from 6th April 2018.

3.3 The Regional Health and Social Care partnership was established to co-design and deliver services that meet the current and future needs of people in Neath and Port Talbot and Swansea Local Authority areas.

3.4 This Agreement seeks to maximise the efficiency of Care Home services for older people aged 65 and over by delivering integrated provision from a pooled fund from 2019/20.

It builds on the Western Bay documents: "Delivering Improved Community Services (2013), the "*Statement of Intent on Integration*" (2014) and the Commissioning Strategy for Care Homes for Older People (2016 – 2025). It further builds on the Western Bay Population Assessment developed in 2017 and subsequent Area Plan developed in 2018.

3.5 The document takes account of other local plans being developed, such as the Health Board's Three Year Plan, the Primary and Community Delivery Unit Strategy, the Local Authority's Commissioning intentions and each Local Authority area's Wellbeing Assessments and subsequent Wellbeing Plans.

## 4. PURPOSE AND KEY PRINCIPLES

- 4.1 Across the regional footprint there are excellent examples of effective partnership working, with health and social care increasingly being delivered through integrated care models. Similar arrangements are being implemented in the three Local Authority areas for intermediate care models and each has a similar Pooled Fund Agreement. This Agreement enhances achievements to date by building on an established set of principles to provide a mechanism for closer and faster integration in relation to older persons care home services across West Glamorgan.
- 4.2 The approach of the Partners will be consistent with requirements arising under the Social Services and Wellbeing (Wales) Act 2014 and the principles in “Sustainable Social Services: A Framework for Action” which sets out the action needed to ensure care and support services respond to rising levels of demand and changing expectations, particularly for frail older people.
- 4.3 This will help the Partners achieve more integrated commissioning arrangements which benefit citizens in the following ways as stated in the Western Bay Commissioning Strategy for Care Homes for Older People:
- **Better access to care home services most suitable to people’s needs** – Including the type and level of provision and other factors such as their preferred location, layout and environment. A specific aspect of this is that the Western Glamorgan Partners hope to reduce the number of people living in care homes outside of the region because the services they want and require are not available.
  - **Increased choice for service users** – This includes choice for a person about which care home they live in. It also includes choice for a person about the service they receive whilst living in a care home, e.g. in relation to food, activities and other aspects of their lifestyle.
  - **Consistent high levels of quality standards for service users** – Having regard to regional quality standards framework and other contract monitoring activity such as evidence from service users, family members and staff feedback.
  - **Increased independence for service users** – This focuses on the way services are delivered, opportunities for service users to return to independent living where possible, and where this is not possible, should lead to people living as independently as they can in the care home they call home.
  - **Services that offer value for money** – There is clarity, transparency and shared expectations about the fees paid to care home providers and the services delivered to residents.
  - **An effective and sustainable care home market** – The care home market and the commissioners and providers within it will be able to operate effectively and the commissioning model will achieve the right balance

between the needs and requirements of all parties to ensure the market is sustainable in the long term.

- **Attract high quality care home providers to the West Glamorgan area –** Ensure the concept of developing and expanding business practices for care home providers is an attractive option within West Glamorgan region.

4.4 Through this Agreement the Partners will pool their funds and resources to deliver the maximum impact for residents.

4.5 The Agreement's primary purpose is to:-

- Achieve the highest quality of care with service users being at the heart of service planning, commissioning and delivery via a single Pooled Fund.
- Adopt transparent use of resources with shared decision making, aligned budgets, identifiable expenditure and shared financial commitments.
- Achieve more integrated commissioning processes which create a shared understanding of the market and maximises capacity to shape the market.
- To increase the operational efficiency and economies of scale of the services and ensure equitable and sustainable use of health and social care resources.
- To maximise opportunity to target resources where they are most needed.
- To optimise the mix of service provision skills across health and social care and develop more rewarding jobs and careers for staff working in the care home sector
- To enhance creativity and problem solving within the various multidisciplinary services with quicker decision making
- To support the delivery of the Primary Care and Community Strategy for Wales, Welsh Older Person's NSF, Fulfilled Lives Supportive Communities and the Welsh Government's Chronic Condition Model.

## **5. SERVICE DELIVERY SCOPE AND OBJECTIVES**

5.1 The pooled fund will include care and accommodation for older people aged 65 years and over who need long term care in registered residential settings because they have complex health and social care needs that require supported interventions on a 24 hour basis that cannot be delivered in their own home or alternative settings.

5.2 The pooled arrangement will apply to commissioned services i.e. residential, nursing and continuing health care funded beds.

5.3 It will apply regardless of the cost of placement and will therefore include some specialist provision; for example care for older people aged 65 and

over who have acquired brain injury or a degenerative neurological disorder.

5.4 It will apply for those who have physical health and social care needs as well as those who are living with dementia.

5.5 Initially the pooled fund will not apply to placements made under s117 or in relation to care home services specialising in functional mental health where older persons may reside. Neither will it apply to Local Authority owned and managed homes.

5.6 The scope of the pooled fund will be reviewed annually and if necessary updated to reflect changes to commissioning priorities and/or requirements of Welsh Government.

5.7 Pooled funds should operate as a mechanism for achieving integrated systems of care that are more person centred and improve outcomes for people. This agreement should support integrated commissioning arrangements which ensure that every older person in a care home:

- Is able to access high quality information and advice
- Is able to live as independently as possible
- Is treated as an individual whose dignity and choice is respected
- Is supported to accomplish things which are important to them
- Is not subjected to discrimination, prejudice or abuse
- Is actively involved in guiding their own support wherever possible
- Has their voice heard either directly or with assistance from family, friends or an independent advocate
- Is able to live or stay in an environment in which they feel comfortable, safe and secure
- Is assisted (when required) to access the same health services their contemporaries access
- Is supported to overcome social isolation and loneliness by getting involved with activities which are important to them within the care home and the wider community
- Receives care and support that is safe, efficient and effective from appropriately trained staff
- Has individualised end of life care and a dignified death in their place of choice

**6. Key strategic service delivery objectives shall include:-**

- To achieve equilibrium between supply and demand for services at both local and regional levels and enable sufficient choice for citizens at ordinary rates regardless of need.
- To reduce unscheduled hospital admissions through enhanced focus on reablement or step up services.
- To reduce occupancy of hospital beds by residents of the Local Authority area used for post-acute recuperation or step up.

- To reduce the proportion of people receiving managed care entering long term residential and nursing homes.
- To optimise support for carers through availability of respite services which support the region's preventative agenda.

## **8. SERVICE IMPROVEMENT OBJECTIVES**

8.1 The Pooled Fund arrangement is being implemented as part of the West Glamorgan Adult Services Transformation Programme. It will support a range of service improvements as required and funded by the Partners.

8.2 The objectives for improvement will include:

- Improved resident experience by improving access to services and pathways between services.
- Embedding the new model of integrated care and ensuring the benefits are delivered as planned to patients, service users and each organisation
- Development of the support processes and improvement of efficiency by reducing duplication, improving business processes and reducing administration effort
- Optimisation of the skills mix across health, social care, third sector and carer provision
- Workforce development and enhancing job satisfaction and career options by addressing the traditional barriers to inter-disciplinary working and staff progression
- Capture and reporting of better information about service user outcomes, the use of resources and the cost of services for use in continuous improvement
- The development of an informal and systematic ways in which to ensure better understanding of the quality of life of older people through listening to them directly and ensuring the issues they raise are acted upon
- Maximising the impact of the Budget by improving the resourcing processes, developing multi-disciplinary teams, enhancing cross-organisation team working, reducing operational duplication/administration and sharing equipment and facilities.

## **9. SERVICE PERFORMANCE MEASUREMENT**

9.1 A set of measures will be adopted to monitor, report and improve the service. They will be produced quarterly to demonstrate the extent to which the Partnership's objectives are being delivered.

9.2 They will include:

- Unscheduled care admissions from care homes
- Post-Acute bed occupancy Care Home admissions
- Number of care home placements commencing directly from hospital
- Expenditure on residential care placements, funded nursing care placements and continuing health care placements
- Demand and expenditure for respite services (emergency and planned)
- Demand and expenditure for intermediate care step up/step down services



**SCHEDULE 2:**  
**THE HEALTH BOARD'S NHS HEALTH CARE FUNCTIONS AND THE**  
**COUNCIL'S HEALTH RELATED CARE FUNCTIONS**

**THE HEALTH BOARD'S NHS HEALTH CARE FUNCTIONS**

The Health Board's NHS Health Care Functions of providing, or making arrangements for the provision of, Services:-

- (a) (i) under sections 2 and 3(1) of the National Health Service Act 1977, including rehabilitation services and services intended to avoid admission to hospital but excluding surgery, radiotherapy, termination of pregnancies, endoscopy, the use of Class 4 laser treatments and other invasive treatments;
- (ii) under section 5(1), (1A), and (1B) of, and Schedule 1 to, the National Health Service Act 1977; and
- (b) the Functions under sections 25A to 25H and 117 of the Mental Health Act 1983.

**THE COUNCIL'S HEALTH RELATED CARE FUNCTIONS**

The Council's Health Related Functions are:-

- (a) the Functions specified in Schedule 1 to the Local Authorities Social Services Act 1970 except for the Functions under:-
  - (i) sections 22, 23(3), 26(2) to (4), 43, 45 and 49 of the National Assistance Act 1948;
  - (ii) sections 6 and 7B of the Local Authorities Social Services Act 1970;
  - (iii) sections 1 and 2 of the Adoption Act 1976;
  - (iv) sections 114 and 115 of the Mental Health Act 1983;
  - (v) The Registered Homes Act 1984; and
  - (vi) Parts VII to X and section 86 of the Children Act 1989; and
- (b) the Functions under sections 5, 7, or 8 of the Disabled Persons (Services and Consultation and Representation) Act 1986 except in so far as they assign Functions to a Local Authority in its capacity of a Local Education Authority.

Mae'r dudalen hon yn fwriadol wag

**SCHEDULE 3: RESOURCES:  
Finance & Budget Setting**

**1. Introduction**

- 1.1 This Schedule outlines the formula governing budget setting, outturn and balancing payments for Pooled Fund resources.
- 1.2 This Schedule provides details of the budgets, goods and services to be made available by the Partners for a Scheme.

**2. Budget**

- 2.1 For the Financial Year 2019/2020 the Budget for the Service shall be as set out in Appendix 1 to this Schedule notwithstanding that the Commencement Date is after the start of that Financial Year.
- 2.2 The initial budget planning assumptions of each Partner shall be shared by the Partner's financial leads and the Pooled Funds Manager shall ensure that any matters relating to the Pooled Fund of a particular Scheme that might have a material effect on planned expenditure or income are identified and reported to the Adults Services Transformation Board which shall be no later than 31 December prior to the commencement of any Financial Year.
- 2.3 By 31<sup>st</sup> January before the commencement of the second or any subsequent Financial Year of the Term the Council and the Local Health Board shall advise each other of their anticipated budgeted expenditure in respect of that Financial Year. In the event that the amount of the anticipated budget alters during any formal budget approval process, then the one party shall advise the other parties of that change without delay.
- 2.4 By 31<sup>st</sup> March before the commencement of any Financial Year the Councils and the Local Health Board shall advise each other of their agreed budgeted expenditure on the Service for the following Financial Year.
- 2.5 The Budget as approved by the Partners will be presented by the Pooled Fund Manager to the Adults Services Transformation Board in each Financial Year for the Budget to be received by the Adults Services Transformation Board.

**3. Calculation of Outturn and Balancing Payments**

- 3.1 For the purpose of calculating the percentage contribution of the Partners, the outturn of expenditure and any balancing payments which may be required between Partners the provisions of Appendix 2 to this Schedule apply.

3.2 If there is any underspend of pooled budgets at the end of the financial year, the split should be based on the original percentage contribution agreed in Appendix 2 to this Schedule.

#### **4. Financial Performance and Risk Sharing Arrangements**

4.1 The Host Partner for the operation of the Scheme shall appoint a Pooled Funds Manager (and there may be a separate Pooled Funds Manager for each Scheme) with responsibility for the integrated management of the Pooled Fund, subject to the governance arrangements set out in Schedule 4 to this Agreement.

4.2 The Budget is to be used solely to achieve the aims and outcomes set out in Schedule 1 to this Agreement and which, with revision to the Schedule 3 for a Scheme and the performance framework as appended at Schedule 4 for a Scheme will comprise the Revised Annual Plan for a Scheme.

4.3 Each Partner will provide data set out at appendix 2 to the Pooled Funds Manager by the last Friday of each month to enable the Pooled Fund Manager to submit reports to the Adults Transformation Board on a two monthly basis on the financial information and spend as referred to in Schedule 3 and the information specified at the Appendix to Schedule 5.

4.4 Quarterly reports in summary will be provided to the Adults Services Transformation Board at its meetings or more frequently if required.

4.5 Information is to be reported separately in respect of Pooled Funds for each Scheme. The Partners agree to provide all necessary information to the Pooled Funds Manager in time for the reporting requirements to be met.

4.6 The Pooled Funds Manager shall ensure that action is taken to manage any projected under or overspends from the budgets relating to the Fund, reporting on the variances and the actions taken or proposed to the Adults Services Transformation Board.

4.7 If at any time during the Financial Year there is a projected under or overspend on the Fund the Pooled Funds Manager will prepare an action plan for presentation to, and agreement of the Adults Services Transformation Board in order to manage the variance, for the particular scheme as quickly as possible.

4.8 The Adults Services Transformation Board will consider any action plan where required and amend if appropriate or agree additional actions to be taken to manage the variance.

4.9 The Pooled Funds Manager will provide monthly progress reports to the Adults Services Transformation Board on implementation of any action plan, until such time that the under or overspend has been dealt with to the satisfaction of the Adults Services Transformation Board keeping it informed at all times.

## **5. Construction of Budget and Basis of Contributions**

For the avoidance of doubt, any personal contributions payable by Service Users towards any Council services will continue to be collected by the Council, and not form part of the Pooled Fund.

## **6. Resources Available and in Support of the Partnership Outside of Pooled Funds**

6.1 Each Partner shall provide resources outside of the Pooled Fund, unless otherwise agreed by the Adults Services Transformation Board, for those activities deemed necessary to enable this Agreement to be discharged. These include, but are not limited to the following services:-

- Personnel
- Contracts and management functions
- Operations functions
- IT functions
- Finance functions
- Property functions

6.2 Where additional work in support of the Service outside of Pooled Funds is at the request of any Partner to the other Partner, a charge can be raised by mutual agreement of the Partners where this constitutes an additional expense for the requesting Partner.

## **7. Accommodation Arrangements for Services**

The Partners shall continue to provide or make available the premises (or suitable alternatives) that they provided or made available for the purposes of the Service before the Commencement Date, with the same level of support services and facilities management.

## **8. Commissioning and Procurement Arrangements**

8.1 The Partners agree that:-

8.1.1 The Financial, Procurement and Contract Procedure Rules of the Council will apply to all procurement activity undertaken by the Council

8.1.2 The Standing Orders and Standing Financial Instructions of the Health Board will apply to all procurement activity undertaken by the LHB.

- 8.1.3 Procurement activity will only be undertaken from the Pooled Fund in accordance with commissioning plans approved by the Adult Service Transformation Board.

## **9. Hosting and Administration of the Pooled Fund**

- 9.1 The Pooled Fund Manager shall ensure that the Pooled Fund is maintained to national and professional standards and that the payment of suppliers' invoices complies with their payment terms, ensuring that no late payment charges are incurred by the Partners.
- 9.2 The Pooled Fund Manager shall be responsible for ensuring that appropriate financial systems are operational and in place for the Pooled Fund in order to provide the necessary control and production of financial information.

## **10. Information Requirements**

- 10.1 The Pooled Fund Manager shall ensure that all financial and other information required by the Partners in relation to compiling performance statistics, statutory and other returns is made available by any agreed deadlines.
- 10.2 The Pooled Fund Manager shall ensure that all financial and other information required to measure performance against the Services, as set out at Schedule 4, is made available by any agreed deadlines.
- 10.3 The Pooled Fund Manager shall establish arrangements for making available all financial and other information necessary to assist the Partnership.

## **11. Audit arrangements**

- 11.1 The Host Partner's auditors will be the external auditor of the Pooled Fund.
- 11.2 It shall be the responsibility of the Host Partner (if required) to include the Pooled Fund in its end of year accounting processes, produce the required memorandum of account in respect of the Pooled Fund and arrange for its audit in time for its inclusion in all Partners' year end accounts.
- 11.3 Should the annual audit letter contain any direct reference to the Pooled Fund, the Host Partner will send copies of the excerpts of the letter to the other Partners.
- 11.4 The cost of specific external audits required shall be borne by the Pooled Fund.
- 11.5 The appointed Auditor's reports on the Services commissioned and provided from the Pooled Fund shall be presented to the Adult Services Transformation Board and shall be made available to the Partners' internal auditors.
- 11.6 The Pooled Fund and the implications for the Services arranged from it will be incorporated into the risk assessed Internal Audit Programme of the Partners.
- 11.7 The costs of any required audits of the Service shall be borne by the Pooled Fund.

## **12. VAT**

The VAT regime will operate in accordance with partnership structure (a) as referred to in the joint guidance issued by the Department of Health and HM Customs and Excise.

### **13. Capital**

The Pooled Fund shall not normally be applied towards capital expenditure. If a need arises for the transfer of any agreed capital funds between the Partners then, unless the Partners agree otherwise, the Partners shall use the grant making powers under Section 194 or Section 34 of the Act.

## APPENDIX 1

<b>REGIONAL POOLED FUND FOR CARE HOMES FOR OLDER PEOPLE POOLED BUDGET FOR 19/20</b>	
<b>Partner</b>	<b>Projected Gross Expenditure for 19/20</b>
NPT Council	£20 242 000
Swansea Council	£24,071,750
Swansea Bay Health Board	£18,300,000
<b>TOTAL BUDGET</b>	<b>£62,613,750</b>



**FINANCIAL CONTRIBUTIONS FORMULAE**

1. For the purposes of the calculation set out in paragraph 3.2 Swansea Council initial budget expenditure shall be A. NPT Council initial budget expenditure shall be B. The Local Health Board initial budget expenditure shall be C

2. **The total budgeted expenditure shall be represented by D and shall be calculated as follows:-**

$$A + B + C = D \text{ (total agreed budget expenditure)}$$

**Outturn Expenditure**

3. On or before 30<sup>th</sup> April each Partner shall provide a return to the other indicating its outturn expenditure on the service. For the purposes of this calculation, Swansea Council's outturn shall be H, Neath Port Talbot Council's shall be J and the Health Board's shall be K which shall be represented as follows:-

4. **The total outturn expenditure shall be calculated as follows:-**

$$H + J + K = L \text{ (total outturn expenditure)}$$

**5. Balancing Payments**

Where a partner's outturn expenditure differs from their contribution a balancing payment will be required. This will be calculated for each partner in line with the below

Swansea Council	H-A	= Balancing Payment
Neath Port Talbot Council	J-B	= Balancing Payment
Local Health Board	K-C	= Balancing Payment

6. Expenditure shall only be counted towards outturn and any balancing payment if the Adult Services Transformation Board has jointly approved that expenditure specifically for that purpose.

Mae'r dudalen hon yn fwriadol wag

## **SCHEDULE 4: GOVERNANCE: Approvals, Oversight & Performance**

### **1. Introduction**

- 1.1 The Partners have agreed the governance arrangements set out in this schedule in furtherance of the aims and objectives as described in Clause 3 and Schedule 1 of the Agreement.
- 1.2 The Partners shall review the governance arrangements in accordance with Clause 10 of the Agreement.
- 1.3 Any variation to the Agreement including changes to a Schedule shall be effected through the mechanism of Clauses 8 and 15 of the Agreement.
- 1.4 The arrangements set out in this schedule shall apply until such time as the Partners agree otherwise.

### **2. Adult Services Transformation Board**

- 2.1 The Adult Services Transformation Board is collectively responsible for tracking the progress of the Scheme, within their aims and objectives within any defined resources.
- 2.2 The Adult Services Transformation Board shall:
  - 2.2.1 receive all reports required under this Agreement and agree actions or refer proposals for action back to the Partners for approval as the case may be.
  - 2.2.2 review annually the operation of the Scheme which is the responsibility of the Adult Service Transformation Board for consistency;
  - 2.2.3 consider progress on the Aims, Objectives and Outcomes at Schedule 1 for the Scheme;
  - 2.2.4 review and confirm the Scheme and undertake any risk assessment and agree actions and recommendations arising following the review;
  - 2.2.5 provide a copy of any Annual report prepared in respect of the Services to the Regional Partnership Board
  - 2.2.6 consult further and agree actions where appropriate on any plan and progress on priorities as necessary to ensure that suitable consultation and Equality Impact Assessments are undertaken for any major changes to services;
  - 2.2.7 act in cooperation with the Regional Area Planning Board and Community Safety Partnerships within the locality of the Partners

2.2.8 consider whether it would be appropriate to adopt any revision to Schedule 1 (other than that Partner arrangements) for any financial year in which case the Partners shall comply with that revised version.

### **3. Adult Service Transformation Board Membership**

- 3.1 The Partnership Lead Officer from the Host Partner
- 3.2 The Pooled Fund Manager from the Host Partner (as required)
- 3.3 Other members comprising of one or more officers from each Partner as agreed between the Partners.
- 3.4 Any change in membership of a Health Board member of the Adult Services Transformation Board will be notified in writing by the Authorised Officer of the Health Board to the Authorised Officers of the Councils
- 3.5 Any change in membership of a Councils member of the Adult Services Transformation Board will be notified in writing by the Authorised Officer of the Council to the Authorised Officer of the Health Board and the Councils
- 3.6 If agreed by the Adult Services Transformation Board, additional invitees may be requested to attend their meetings; such invitees will attend in a non-voting capacity (which for the avoidance of doubt may include representatives from adult services and children services).

### **4. Adult Services Transformation Board Meetings**

- 4.1 The Adult Services Transformation Board will meet at least six times per financial year and at a time and day to be agreed but in the absence of agreement set by the Authorised Officer of the host Partner.
- 4.2 A special Adult Services Transformation Board can be called at any time by a Board member or an Authorised Officer where they deem it necessary.
- 4.3 The quorum for meetings of the Board shall be a minimum of one member from each Partner not counting the Pooled Funds Manager or other non-voting members listed at Paragraph 3 above.
- 4.4
  - 4.4.1 The Adult Services Transformation Board is not a corporate body and cannot make decisions by majority vote and as a consequence of this it

must act by the Members of the Adult Services Transformation Board exercising their delegated power

4.4.2 The Adult Services Transformation Board will therefore act by unanimity of decision making subject to the Dispute Resolution Procedure set out in Clause 19 to this Agreement

4.5 Minutes of all decisions shall be kept and copied to the Partners within fourteen (14) days of every meeting.

4.6 The Adult Services Transformation Board members are authorised within the limits of delegated authority (which is received through their respective organisation's own schemes of delegation):-

4.6.1 To confirm the allocation of funding within the overall budget approved by the Partners including any additional non-recurring contributions

4.6.2 To confirm additional non-recurring contributions approved by the Partners to which they are a party, where anticipated future commitments are likely to exceed the aggregate contributions of the Health Board and the Council to the Pooled Funds confirmed or agreed pursuant to Clause 4 of this Agreement; and;

4.6.3 To authorise or enter into any Contract, for any particular Scheme to which they are a party, subject to the Contract Standing Orders of the Partners where these are necessary for the achievement of Scheme aims and where such a contract will create a liability for Partners beyond the end of the Financial Year of the Agreement;

4.6.4 To agree changes to the working arrangements of any Scheme provided that any amendments comply with the Agreement;

4.6.5 To review and agree annually for any particular, the schedule, plan, objectives, resources and the performance measures;

4.6.6 To consider progress on the Aims and Outcomes at Schedule 1 for each Scheme;

4.6.7 To consult further and agree actions where appropriate on any plan and progress on priorities as necessary to ensuring suitable consultation and Equality Impact Assessments are undertaken for any major changes to services arising from the Partnership Arrangements;

4.6.8 To agree the appointment of the Partnership Lead and the Pooled Fund Manager within 30 days of commencement of each Financial Year for each Scheme.

**5. Adult Service Transformation Board Agendas**

- 5.1 The Adult Services Transformation Board will follow a two part agenda. The first part will consider any reports from the Pooled Funds Manager.
- 5.2 The second part will consider any other matters of progress from the Adult Services Management Board.

## **SCHEDULE 5: ARRANGEMENTS FOR ALIGNMENT OF EXPENDITURE**

### **1. Introduction**

- 1.1 This Schedule outlines the arrangements for aligning care home budgets during the 2019/20 financial year. These arrangements are to be hosted by Swansea Council for the duration of this period.
- 1.2 This Schedule provides details of the budgets and services to be aligned by each of the Partners and the process, mechanisms and timescales according to which care homes expenditure and activity will be aligned.

### **2. Method for Aligning Expenditure**

- 2.1 For the Financial Year 2019/2020 where applicable, partners will be required to provide details of care homes expenditure and placement activity for older person aged 65 and over for each of the following:
  - a) Residential care for people receiving personal care
  - b) Self Funding patients receiving funded nursing care
  - c) Local Authority funded residents in receipt of funded nursing care
  - d) CHC funded patients
  - e) Residents funded under s117 of the Mental Health Act receiving personal care
  - f) Patients funded under s117 of the Mental Health Act receiving nursing care
  - g) Respite care whether respite is for the resident or their carer(s)
  - h) Care home services described as step up, step down or re-ablement
- 2.2 In addition to details of expenditure relating to each category of care home placement referred to in a – h above, placement data is also required to confirm;
  - a) The number of new admissions for each category a-h during the recording period.
  - b) The number of discharges (in this context meaning funding which has ended) for each category a – h during the recording period.
  - c) The number of people who remain in situ for each category a – h at the end of the recording period.
  - d) The number of people whose needs have escalated and are upgraded from residential personal care to funded nursing care.
- 2.3 Where care fees are paid to care homes in full and details of expenditure provided are gross rather than net of Service User contributions, information

on the total level of income received through weekly personal contributions and other windfall contributions is required.

- 2.4 Each local authority is required to provide data confirming level of outstanding debt from non-payment of client contributions arising during the recording period. Where the Local authority is paying net of personal contributions this will be expressed in relation to debts brought to each Local Authority's attention by Provider organisations and which the authority is actively taking steps to recover or has agreed to pay to the care home operator without pursuing recovery.
- 2.5 A template for capturing all of the care homes for older people pooled fund data required is set out at Appendix 1 to this schedule.

### **3. Timescales for Submitting Expenditure and Activity Data**

- 3.1 Each partner is required to submit a completed care homes for older people pooled fund data set at monthly intervals.
- 3.2 Each submission will reflect spend and activity data for the preceding month.
- 3.3 All financial data should be cumulative, whereas placement data should relate to the recording period to enable comparison.
- 3.4 Each partner is required to submit their data set to Swansea Council's nominated officer no later than the last Friday of each month.

### **4. Analysis of Care Homes for Older People Pooled Fund Data**

- 4.1 Swansea Council shall collate pooled fund data on behalf of the Partners and will produce expenditure and activity reports at 2 monthly intervals. These reports will be shared at two monthly intervals at the Adult Services Transformation Board in accordance with the resources and governance arrangements described at Schedules 3 and 4 respectively.
- 4.2 The activity report will create a transparent record of regional spend and activity. It may be used to highlight placement trends and patterns, and may be used as one of the strands of information to develop a formula for future contributions to the pooled fund.

### **5. Arrangements after the 1<sup>st</sup> April 2020.**

- 5.1 Before the 31<sup>st</sup> March 2020 the Partners should confirm arrangements for managing pooled budget arrangements for the following and subsequent financial years. This should describe detailed arrangements for making contributions, managing over and underspends, governance and accountability, reporting and auditing, risk sharing, hosting, commissioning and procurement, and VAT implications.



## Impact Assessment - First Stage

### 1. Details of the initiative

<b>Initiative description and summary:</b> Section 33 Agreement for Care Homes in the West Glamorgan Region
<b>Service Area:</b> Adult Social Care
<b>Directorate:</b> Social Services Health and Housing

### 2. Does the initiative affect:

	Yes	No
Service users		x
Staff		x
Wider community		x
Internal administrative process only	x	

### 3. Does the initiative impact on people because of their:

	Yes	No	None/ Negligible	Don't Know	Impact H/M/L	Reasons for your decision (including evidence)/How might it impact?
Age			x		L	<p>Although the Section 33 agreement covers commissioned care home placements for older people aged 65 and over, this proposal will have no/negligible impact on people with a protected characteristic by virtue of their age.</p> <p>Entering into this agreement is an arrangement between commissioning partners with regards to pooling funds. As such, in itself, entering into the Section 33 agreement will not have an impact on people due to their age as they will see no change to their provision, including access, availability, model or quality as a direct result of</p>

						entering into a Section 33 agreement. The agreement is an administrative function as a way for the Council to meet its obligations under Section 9 of the Social Services and Wellbeing (Wales) Act 2014 and Paragraph 62 of the statutory guidance, which makes it clear that these arrangements should be subject to a formal written agreement.
Disability			x		L	<p>Although the Section 33 agreement covers commissioned care home placements, which are often required to support people with a disability, this proposal will have no/negligible impact on people with a protected characteristic by virtue of their disability.</p> <p>Entering into this agreement is an arrangement between commissioning partners with regards to pooling funds. As such, in itself, entering into the Section 33 agreement will not have an impact on people due to their disability as they will see no change to their provision, including access, availability, model or quality as a direct result of entering into a Section 33 agreement. The agreement is an administrative function as a way for the Council to meet its obligations under Section 9 of the Social Services and Wellbeing (Wales) Act 2014 and Paragraph 62 of the statutory guidance, which makes it clear that these arrangements should be subject to a formal written agreement.</p>
Gender Reassignment		X			I	<p>It would not be more likely that a person requires a care home placement due to gender reassignment.</p> <p>Entering into this agreement is an arrangement between commissioning partners with regards to pooling funds. As such, in itself, entering into the Section 33 agreement will not have an impact on people due to gender reassignment as they will see no change to their</p>

						provision, including access, availability, model or quality as a direct result of entering into a Section 33 agreement. The agreement is an administrative function as a way for the Council to meet its obligations under Section 9 of the Social Services and Wellbeing (Wales) Act 2014 and Paragraph 62 of the statutory guidance, which makes it clear that these arrangements should be subject to a formal written agreement.
Marriage/Civil Partnership			X		L	<p>Although people who require a care home placement may be in a marriage/civil partnership this proposal will have no/negligible impact on people with a protected characteristic by virtue of their marriage/civil partnership.</p> <p>Entering into this agreement is an arrangement between commissioning partners with regards to pooling funds. As such, in itself, entering into the Section 33 agreement will not have an impact on people due to their marriage/civil partnership status as they will see no change to their provision, including access, availability, model or quality as a direct result of entering into a Section 33 agreement. The agreement is an administrative function as a way for the Council to meet its obligations under Section 9 of the Social Services and Wellbeing (Wales) Act 2014 and Paragraph 62 of the statutory guidance, which makes it clear that these arrangements should be subject to a formal written agreement.</p>
Pregnancy/Maternity		X			L	Due to the age range that this proposal covers it is a low chance that people requiring a care home to which this proposal relates would have a protected characteristic

						<p>by virtue of pregnancy/maternity. Regardless of this, it would not be more likely that a person requires a care home placement due to pregnancy/maternity.</p> <p>Entering into this agreement is an arrangement between commissioning partners with regards to pooling funds. As such, in itself, entering into the Section 33 agreement will not have an impact on people due to pregnancy/maternity as they will see no change to their provision, including access, availability, model or quality as a direct result of entering into a Section 33 agreement. The agreement is an administrative function as a way for the Council to meet its obligations under Section 9 of the Social Services and Wellbeing (Wales) Act 2014 and Paragraph 62 of the statutory guidance, which makes it clear that these arrangements should be subject to a formal written agreement.</p>
Race		X			L	<p>It would not be more likely that a person requires a care home placement due to race.</p> <p>Entering into this agreement is an arrangement between commissioning partners with regards to pooling funds. As such, in itself, entering into the Section 33 agreement will not have an impact on people due to race as they will see no change to their provision, including access, availability, model or quality as a direct result of entering into a Section 33 agreement. The agreement is an administrative function as a way for the Council to meet its obligations under Section 9 of the Social Services and Wellbeing (Wales) Act 2014 and Paragraph 62 of the statutory guidance, which makes it clear that these</p>

						arrangements should be subject to a formal written agreement.
Religion/Belief		X			L	<p>It would not be more likely that a person requires a care home placement due to religion/belief.</p> <p>Entering into this agreement is an arrangement between commissioning partners with regards to pooling funds. As such, in itself, entering into the Section 33 agreement will not have an impact on people due to religion/belief as they will see no change to their provision, including access, availability, model or quality as a direct result of entering into a Section 33 agreement. The agreement is an administrative function as a way for the Council to meet its obligations under Section 9 of the Social Services and Wellbeing (Wales) Act 2014 and Paragraph 62 of the statutory guidance, which makes it clear that these arrangements should be subject to a formal written agreement.</p>
Sex		X			L	<p>It would not be more likely that a person requires a care home placement due to their sex.</p> <p>Entering into this agreement is an arrangement between commissioning partners with regards to pooling funds. As such, in itself, entering into the Section 33 agreement will not have an impact on people due to sex as they will see no change to their provision, including access, availability, model or quality as a direct result of entering into a Section 33 agreement. The agreement is an administrative function as a way for the Council to meet its obligations under Section 9 of the Social Services and Wellbeing (Wales) Act 2014 and Paragraph 62 of the statutory guidance, which makes it clear that these</p>

						arrangements should be subject to a formal written agreement.
Sexual orientation		X			L	<p>It would not be more likely that a person requires a care home placement due to sexual orientation.</p> <p>Entering into this agreement is an arrangement between commissioning partners with regards to pooling funds. As such, in itself, entering into the Section 33 agreement will not have an impact on people due to sexual orientation as they will see no change to their provision, including access, availability, model or quality as a direct result of entering into a Section 33 agreement. The agreement is an administrative function as a way for the Council to meet its obligations under Section 9 of the Social Services and Wellbeing (Wales) Act 2014 and Paragraph 62 of the statutory guidance, which makes it clear that these arrangements should be subject to a formal written agreement.</p>

#### 4. Does the initiative impact on:

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence used) / How might it impact?
People's opportunities to use the Welsh language		X			L	There are provisions in the contract between NPT CBC and care homes with regards to the Welsh Language Act. This proposal will not change the contract that NPT CBC holds with care homes. The agreement is an administrative function as a way for the Council to meet its obligations under Section 9 of the Social Services and Wellbeing (Wales) Act 2014 and Paragraph 62 of the statutory guidance, which

						makes it clear that these arrangements should be subject to a formal written agreement.
Treating the Welsh language no less favourably than English		x			L	There are provisions in the contract between NPT CBC and care homes with regards to the Welsh Language Act. This proposal will not change the contract that NPT CBC holds with care homes. The agreement is an administrative function as a way for the Council to meet its obligations under Section 9 of the Social Services and Wellbeing (Wales) Act 2014 and Paragraph 62 of the statutory guidance, which makes it clear that these arrangements should be subject to a formal written agreement.

**5. Does the initiative impact on biodiversity:**

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence) / How might it impact?
To maintain and enhance biodiversity		X			L	Not applicable
To promote the resilience of ecosystems, i.e. supporting protection of the wider environment, such as air quality, flood alleviation, etc.		X			L	Not applicable

**6. Does the initiative embrace the sustainable development principle (5 ways of working):**

	Yes	No	Details
<b>Long term</b> - how the initiative supports the long term well-being of people	X		<p>Welsh Government views closer working through the establishment of pooled funds as a way to support better quality and more efficient services by encouraging partners to collaborate in ways that maximises their capacity to shape the market. Intended benefits of pooled fund arrangements include:</p> <ul style="list-style-type: none"> <li>• Less duplication by eliminating or reducing similar processes undertaken and funded by different commissioners;</li> <li>• Fewer gaps as more integrated commissioning maximises the opportunity to target resources where they are needed. For example by creating combined integrated services to meet complex needs;</li> <li>• Reduced silo working where separate budget pressures and processes can lead to different priorities or unilateral decision making, which can have destabilising impacts;</li> <li>• More efficient processes with fewer coordination problems which can occur when separate organisations have differing roles and functions;</li> <li>• Reduced delays which can occur when decision-making involved more than one commissioner, requiring multiple agreements.</li> </ul>
<b>Integration</b> - how the initiative impacts upon our wellbeing objectives	X		<p>Welsh Government views closer working through the establishment of pooled funds as a way to support better quality and more efficient services by encouraging partners to collaborate in ways that maximises their capacity to shape the market. Intended benefits of pooled fund arrangements include:</p> <ul style="list-style-type: none"> <li>• Less duplication by eliminating or reducing similar processes</li> </ul>



			<p>undertaken and funded by different commissioners;</p> <ul style="list-style-type: none"> <li>• Fewer gaps as more integrated commissioning maximises the opportunity to target resources where they are needed. For example by creating combined integrated services to meet complex needs;</li> <li>• Reduced silo working where separate budget pressures and processes can lead to different priorities or unilateral decision making, which can have destabilising impacts;</li> <li>• More efficient processes with fewer coordination problems which can occur when separate organisations have differing roles and functions;</li> </ul> <ul style="list-style-type: none"> <li>• Reduced delays which can occur when decision-making involved more than one commissioner, requiring multiple agreements.</li> </ul>
<p><b>Involvement</b> - how people have been involved in developing the initiative</p>	<p>X</p>		<p>Welsh Government views closer working through the establishment of pooled funds as a way to support better quality and more efficient services by encouraging partners to collaborate in ways that maximises their capacity to shape the market. Intended benefits of pooled fund arrangements include:</p> <ul style="list-style-type: none"> <li>• Less duplication by eliminating or reducing similar processes undertaken and funded by different commissioners;</li> <li>• Fewer gaps as more integrated commissioning maximises the opportunity to target resources where they are needed. For example by creating combined integrated services to meet complex needs;</li> <li>• Reduced silo working where separate budget pressures and processes can lead to different priorities or unilateral decision making, which can have destabilising impacts;</li> <li>• More efficient processes with fewer coordination problems which can occur when separate organisations have differing roles and functions;</li> </ul> <ul style="list-style-type: none"> <li>• Reduced delays which can occur when decision-making involved</li> </ul>

			more than one commissioner, requiring multiple agreements.
<b>Collaboration</b> - how we have worked with other services/organisations to find shared sustainable solutions	X		<p>Welsh Government views closer working through the establishment of pooled funds as a way to support better quality and more efficient services by encouraging partners to collaborate in ways that maximises their capacity to shape the market. Intended benefits of pooled fund arrangements include:</p> <ul style="list-style-type: none"> <li>• Less duplication by eliminating or reducing similar processes undertaken and funded by different commissioners;</li> <li>• Fewer gaps as more integrated commissioning maximises the opportunity to target resources where they are needed. For example by creating combined integrated services to meet complex needs;</li> <li>• Reduced silo working where separate budget pressures and processes can lead to different priorities or unilateral decision making, which can have destabilising impacts;</li> <li>• More efficient processes with fewer coordination problems which can occur when separate organisations have differing roles and functions;</li> <li>• Reduced delays which can occur when decision-making involved more than one commissioner, requiring multiple agreements.</li> </ul>
<b>Prevention</b> - how the initiative will prevent problems occurring or getting worse	X		<p>Welsh Government views closer working through the establishment of pooled funds as a way to support better quality and more efficient services by encouraging partners to collaborate in ways that maximises their capacity to shape the market. Intended benefits of pooled fund arrangements include:</p> <ul style="list-style-type: none"> <li>• Less duplication by eliminating or reducing similar processes undertaken and funded by different commissioners;</li> <li>• Fewer gaps as more integrated commissioning maximises the</li> </ul>

			<p>opportunity to target resources where they are needed. For example by creating combined integrated services to meet complex needs;</p> <ul style="list-style-type: none"> <li>• Reduced silo working where separate budget pressures and processes can lead to different priorities or unilateral decision making, which can have destabilising impacts;</li> <li>• More efficient processes with fewer coordination problems which can occur when separate organisations have differing roles and functions;</li> <li>• Reduced delays which can occur when decision-making involved more than one commissioner, requiring multiple agreements.</li> </ul>
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**7. Declaration - based on above assessment (tick as appropriate):**

A full impact assessment (second stage) <b>is not</b> required	x
Reasons for this conclusion	
<p>Entering into this agreement is an arrangement between commissioning partners with regards to pooling funds. As such, in itself, entering into the Section 33 agreement will not have an impact on people due to a protected characteristic as they will see no change to their provision, including access, availability, model or quality as a direct result of entering into a Section 33 agreement. The agreement is an administrative function as a way for the Council to meet its obligations under Section 9 of the</p>	

Social Services and Wellbeing (Wales) Act 2014 and Paragraph 62 of the statutory guidance, which makes it clear that these arrangements should be subject to a formal written agreement.

A full impact assessment (second stage) **is** required

Reasons for this conclusion

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	<b>Name</b>	<b>Position</b>	<b>Signature</b>	<b>Date</b>
Completed by	Chelé Zandra Howard	PO Commissioning	CZHoward	13.06.19
Signed off by	Angela Thomas	Head of Service	A Thomas	13.06.19

## NEATH PORT TALBOT COUNTY BOROUGH COUNCIL SOCIAL CARE HEALTH & WELL-BEING CABINET BOARD

25<sup>th</sup> JULY 2019

### Report of the Head of Adult Services - Angela Thomas

#### Matter for Monitoring

**Wards Affected:** All Wards

#### Social Housing Grant (SHG) Housing Finance Grant (HFG) & Recycled Capital Grant (RCG) Programme 2018-21

#### **Purpose of the Report:**

To advise members of the 2018/19 Housing Capital Grant Programme Development Plan (PDP) Outturn and the planned expenditure programmed for the years 2019/20-2022/23.

#### **Executive Summary:**

The Retained Housing Service KPIs CP/30 & PI/278 set an affordable housing delivery targets for 2018/19 of 130 units. 135 units were delivered, 122 of which were Welsh Government (WG) Housing Capital Grant funded. This report informs Members of the detail in respect of that WG grant. Much of the background information in the report is unchanged from that tabled last year, for the benefit of Members not sitting on Scrutiny Committee or Cabinet Board last year.

#### **Background:**

SHG is a grant given to Registered Social Landlords (Housing Associations) by the WG. The purpose of the grant is to contribute to the cost of providing new affordable housing for rent or low cost home ownership through new build or the refurbishment of existing buildings.

SHG can be used to support:

- Schemes to increase the supply of affordable housing for rent;
- schemes for older & disabled people including Extra-care schemes;
- schemes to address low demand;
- schemes to support community regeneration;
- schemes for people who need support with independent living;
- Homebuy schemes to assist people to purchase a home; and
- Mortgage Rescue schemes.

In addition, a complementary HFG allocation has been made for 2019/20. HFG is paid over a 30 year period but can be used for the same purposes as SHG.

The WG makes a formulaic allocation to the County Borough and uses this to fund schemes that meet local needs and priorities, as identified by the Neath Port Talbot County Borough Council (the Council). To this end and in its capacity as Strategic Housing Authority, the WG tasks the Council's Retained Housing Service with managing a 3-year rolling PDP.

The WG determines which Housing Associations are eligible to routinely undertake SHG funded development in which Council areas.

Exceptions are allowed with specific WG approval but generally the Housing Associations thus "zoned" for Neath Port Talbot, and that have actively expressed an interest in developing locally, in recent years, are:

- Coastal Housing;
- Family Housing;
- First Choice;
- Linc Cymru;
- Pobl West; and
- Tai Tarian.

This is sometimes possible by simply giving strategic approval of development proposals Housing Associations bring to the Council, by including them in the PDP. However, Officers sometimes need to relatively prioritise such proposals.

It is also occasionally necessary to conduct a competitive selection exercise in respect of a particular scheme that the council wants developed by a Housing Association.

As the Council is neither the grantor nor grantee in respect of SHG, there are no prevailing local governance or wider regulatory/legislative criteria to apply to such undertakings.

However, notwithstanding any of the above, every effort is made to ensure that contributory Council processes meet the following fundamental minimum criteria:

- Transparency;
- equity;
- equality of opportunity; and
- objectivity.

All prioritisation or selection decisions are therefore made by a panel of senior managers from the Social Services Health & Housing and Development Directorates.

Furthermore, Officers report to Cabinet Board on the PDP submitted to the WG, annually, for Member's information.

### **2018/19 Outturn**

The original WG allocations for the year were as follows:

SHG (£000s)	HFG (£000s)	TOTAL (£000s)
£5,709	£1,356	£7,065

The tables overleaf provides a summary of grant payments made by WG during the year:

## SHG

Housing Association	Scheme Name	Payment
Coastal	Neath Town Centre	£576,597
Coastal	Parc Y Dderwyn Phase 6	£523,601
First Choice	Compton Road	£168,000
First Choice	Coed Parc	£48,932
First Choice	Greenwood Drive	£74,302
Tai Tarian	Parc Y Deri	£36,138
Pobl	Aberafan House	£183,000
Pobl	Lon Hir	£357,000
Pobl	Park Street	£516,049
Tai Tarian	Evelyn Terrace	£718,425
Tai Tarian	Llys Wern	£239,351
Tai Tarian	Llys Wern II (Phase 2)	£370,871
Tai Tarian	Moorland Road	£58,147.00
Tai Tarian	Parc Newydd	£2,057,000.
Total		£6,277,891

## HFG

Housing Association	Scheme	Capital Equivalent
Coastal	Neath Town Centre	£434,860
Coastal	Park Y Dderwen (Phase 6)	£349,068
First Choice	Park Row	£101,397
Pobl	Lon Hir, Alltwen	£267,410
Tai Tarian	Moorland Road	£72,098
Tai Tarian	Parc Newydd	£131,000
Total		£1,355,833

To summarise: including the capital value of the Housing Finance Grant awarded (i), approximately £7.63m had been drawn-down by the end of the year vs the £7.07m originally in the PDP as at April 2017.

- (i) Housing Finance Grant is paid to Housing Associations over a 30-year period but shown in the PDP as a capitalised sum.



The additional spend was made possible by a further in-year allocation of projected pan-Wales slippage.

### **Planned Expenditure 2019/20-2022-23**

The current indicative allocations for the period are as follows:

	SHG (£000s)	HFG (£000s)	RCG (ii) (£000s)	Total (£000s)
2019/20	4,966	695	150	5,811
2020/21	2,115	-	-	2,115
2021/22	1,496	-	1,000	2,496
2022/23 (balance c/f)	2,488	-	-	2,488
<b>Total (£000s)</b>	<b>11,065</b>	<b>695</b>	<b>1,150</b>	<b>12,910</b>

(ii) Recycled Capital Grant (RCG) is SHG that is recycled by a Housing Association usually following the sale of land or property.

These may change over time but are unlikely to reduce.

A summary of the most recently updated version of the Main programme of the 2019/20 Quarter 1 PDP submitted to the WG, for the period 2019/20 to 2022/23, is attached at Appendix 1.

There is currently an outstanding net balance of around £1.9m of SHG that needs to be allocated for draw-down during 2019/20 and as a result, most Housing Associations currently have no schemes in the PDP beyond the current year.

This is due to additional funding recently being made available by WG, and individual Housing Association programme changes recently reported: as well as the need to accommodate a large scheme of strategic importance and more optimally redistribute the current back-loading of allocation, in the case of certain schemes.

Senior Council SHG Allocation Panel members have already met with Housing Association Directors to discuss and agree how this will be done and Council Retained Housing Service Officers will be working closely with

all Housing Associations and Environment Directorate colleagues to ensure all monies are optimally allocated.

This work will be completed in time for the Quarter 2 PDP submission to WG, in early August 2019, to show 100% grant take-up.

**Financial Impacts:**

The proposed recommendation ensures that all available WG Housing Capital Grant is spent on local affordable housing development.

**Integrated Impact Assessment:**

There is no requirement to undertake an Integrated Impact Assessment as this report is for information purposes only.

**Valleys Communities Impacts:**

No detrimental impact.

**Workforce Impacts:**

No impact.

**Legal Impacts:**

No impact.

**Risk Management Impacts:**

No impact.

**Consultation:**

There is no requirement for external consultation on this item.

**Recommendations:**

No recommendations – for monitoring and information only.

**Reasons for Proposed Decision:**

N/A

**Implementation of Decision:**

N/A

**Appendices:**

Appendix 1:

Programme Development Plan for the period 2019/20 to 2022/23

**List of Background Papers:**

None

**Officer Contact:**

For further information on this report item please contact:

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# Appendix 1

## Programme Development Plan for the period 2019/20 to 2022/23

### MAIN PROGRAMME

Scheme	Housings Association	Units	SHG £000	HFG £000	RCG £000	Total Grant £000	Drawn Down up to 2018/19 £000	Balance £000	2019/20 £000	2020/21 £000	2021/22 £000	c/f to 2022/23 £000
Melyn Close	Tai Tarian	20	1,117	-	-	1,117	-	1,117	1,117	-	-	-
Evelyn Terrace	Tai Tarian	10	801	-	-	801	718	83	83	-	-	-
Ynys Y Gwas	Tai Tarian	5	414	-	-	414	-	414	414	-	-	-
FCHA/1086	First Choice	3	280	-	-	280	168	112	112	-	-	-
FCHA/1119	First Choice	2	183	-	-	183	-	183	183	-	-	-
FCHA/1170	First Choice	8	668	-	-	668	-	668	-	668	-	-
Neath Town Centre	Coastal	28	1,100	-	400	1,500	-	1,500	-	-	760	740
Afan Way	Coastal	47	1,400	-	600	2,000	-	2,000	-	-	960	1,040
Coed D'Arcy	Coastal	50	3,124	695	150	3,969	-	3,969	1,078	1,447	776	668
			9,087	695	1,150	10,932	886	10,046	2,987	2,115	2,496	2,448

Tudalen 148



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Neath Port Talbot Council

## **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL**

### **Social Care, Health & Well-Being Cabinet Board**

**25<sup>th</sup> July 2019**

### **Report of the Heads of Children & Adult Services (Keri Warren & Angela Thomas)**

#### **Matter for Monitoring**

**Wards Affected: All**

#### **Report Title: CHILDREN AND YOUNG PEOPLE & ADULT SERVICES – FULL YEAR (2018-19) PERFORMANCE REPORT**

#### **Purpose of the Report:**

1. The purpose of this report is to provide Members with Performance Information and Complaints & Compliments Data for both Children and Young People and Adult Services for the Full Year Period (April 2018- March 2019). This will enable the Social Care, Health & Well Being Cabinet Board and Scrutiny Members to discharge their functions in relation to performance management.

#### **Executive Summary:**

2. A new set of Statutory Welsh Government Performance Indicators were introduced for Social Services during 2016-17 and although they are not all reported on a quarterly basis, they are all accounted for in this report. In addition, this report also contains information in relation to the number of Compliments

and Complaints received by the Directorate during the Full Year Period (April 2018 – March 2019), as well as Children and Young Peoples Services Key Performance Indicators and Adult Services High Level Measures

**Background:**

3. Failure to produce a compliant performance monitoring report within timescale could lead to non-compliance within our Constitution and hinder the full and transparent scrutiny of performance across the Directorate. This report enables Members to monitor and challenge performance across Children and Young People and Adult Services, whilst taking into account our reporting obligations to Welsh Government in terms of the Statutory Performance Indicators.

**Financial Impacts:**

4. No Implications

**Integrated Impact Assessment:**

5. There is no requirement to undertake an Integrated Impact Assessment as this report is for monitoring / information purposes.

**Valleys Communities Impacts:**

6. No Implications.

**Workforce Impacts:**

7. No implications.

**Legal Impacts:**

8. No implications

**Risk Management Impacts:**

9. There is little or no risks associated with the information contained in this report.

**Crime and Disorder Impacts:**

10. Section 17 of the Crime and Disorder Act 1998 places a duty on the Council in the exercise of its functions to have “due regard to the likely effect of the exercise of those functions on and the need to do all that it reasonably can to prevent:

- a) Crime and disorder in its area (including anti-social and other behaviour adversely affecting the local environment); and
- b) The misuse of drugs, alcohol and other substances in its area; and
- c) Re-offending the area”

11. There is no impact under the Section 17 of the Crime and Disorder Act 1998 through the information contained in this report.

### **Counter Terrorism Impacts:**

12. The information contained in this report is likely to have no impact on the duty to prevent people from being drawn into terrorism.

### **Violence Against Women, Domestic Abuse and Sexual Violence Impacts:**

13. Section 2(1) of the Violence Against Women, Domestic Abuse and Sexual Violence (Wales) Act 2015 introduced a general duty where a person exercising relevant functions must have regard (along with all other relevant matters) to the need to remove or minimise any factors which —
  - (a) increase the risk of violence against women and girls, or
  - (b) exacerbate the impact of such violence on victims.
14. The information contained in this report is likely to have no impact on the above duty.

### **Consultation:**

15. There is no requirement for external consultation on this item

### **Recommendations:**

16. Not applicable.



### **Reasons for Proposed Decision:**

17. Not applicable.

### **Implementation of Decision:**

18. No decision to be made. For information only.

### **Appendices:**

19. Appendices listed as follows: -

- a. **Appendix 1** – CYPS Full Year Performance Report (April 2018 – March 2019).
- b. **Appendix 2** – Adult Services Full Year Performance Report (April 2018 – March 2019).
- c. **Appendix 3** – CYPS Full Year Complaints and Compliments Report (April 2018 – March 2019).
- d. **Appendix 4** – Adult Services Full Year Complaints and Compliments Report (April 2018 – March 2019).
- e. **Appendix 5** – CYPS Monthly Key Performance Indicators (May 2019).
- f. **Appendix 6** – CYPS 4<sup>th</sup> Quarter Audit Overview Report (January 2019 – March 2019)
- g. **Appendix 7** – Adult Services Monthly High Level Measures Report (March 2019).
- h. **Appendix 8** – Adult Services Full Year HR Measures (April 2018 – March 2019)

## **List of Background Papers:**

20. None.

## **Officer Contacts:**

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# Performance Indicators






Neath Port Talbot Council








Appendix 1 - Children & Young People's Services – Quarterly Performance Report - Full Year - 2018/19





Print Date: 17-Jun-2019

## How will we know we are making a difference (01/04/2018 to 31/03/2019)?

PI Title	Actual 16/17	Actual 17/18	Actual 18/19	Target 18/19	Perf. RAG
<b>CHILDREN AND YOUNG PEOPLE SERVICES</b>					
CP/009 - PAM/029 - Measure 33 - Percentage of children in care who had to move 3 or more times	4.43	6.12	7.44	4.00	 Red
<p>Despite this area of performance being post populated by Welsh Government, indications are that performance has decreased slightly when compared to the same period 2017-18. 23 children who were looked after in 2018-19 experienced 3 or more changes of placement. This is a slight increase from the previous year (from 20). The reasons for the placement changes include: bereavement / illness of a foster carer, change of plan or short term placements whilst a long term match is being identified. 3 of the children have experienced moves but have remained within the care of their families at the time. 1 child's move is a positive step down from residential to foster care. A small number of children have experienced placement moves as a result of the ability to identify a suitable match to meet their complex needs. This is being addressed by the review of the Looked After Strategy in 2019/20 which will include a review of support to foster carers to improve placement stability.</p> <p>All Wales Performance for 2017-18: 9.6%</p>					
CP/011 - PAM/028 - Measure 24 - Percentage of child assessments completed on time	97.63	97.88	94.93	98.00	 Amber
<p>2,342 out of 2,467 for 2018 - 19 compared to 4,793 out of 4,897 for 2017 - 18.</p> <p>Although performance has decreased slightly when compared to the same period 2017 - 18 (97.9%), overall there has been a steady increase in performance throughout the period and it still remains well above the All Wales Average. Work continues to be undertaken by the Service to ensure future performance remains in line with what is expected.</p> <p>All Wales Average for 2017 - 18 is 88.0%.</p>					
PI/239 - % of children supported to live with their family.	59.98	67.17	68.21	69.20	 Amber
<p>663 out of 972 for QTR 4 2018/19 compared to 669 out of 996 for the same period 2017/18. Despite this area of Performance being post-populated by Welsh Government, indications are that performance has increased slightly when compared to the same period 2017/18. However, this figure may be subject to change once data validation has been undertaken by Welsh Government.</p>					
PI/240 - % of looked after children returned home from care during the year	14.80	6.70		13.60	 NA
<p>Performance against this Indicator will not be available until the End of Year validation process had been completed by Welsh Government.</p>					
PI/241 - % of re-registrations of children on the local authority child protection register	7.83	5.65	6.88	6.30	 Red
<p>13 out of 189 for QTR 4 2018/19 compared to 14 out of 248 for the same period 2017/18. This performance indicator is subject to regular fluctuation. Children's whose names are entered onto the Child Protection Register are regularly reviewed by a Multi-Agency Child Protection Panel. The decision to remove a child's name is only agreed once the Panel has agreed that they are no longer at risk of significant harm.</p>					

PI Title	Actual 16/17	Actual 17/18	Actual 18/19	Target 18/19	Perf. RAG
PI/242 - Average length of time (in days) for all children who were on the child protection register during the year.	233.10	276.60	267.00	245.10	 Red
267 days for QTR 4 2018/19 compared to 276.6 days for the same period 2017/18. This Performance Indicator is subject to regular fluctuation. Children's whose names are entered onto the Child Protection Register are regularly reviewed by a Multi Agency Child Protection Panel. The decision to remove a child's name is only agreed once the panel has agreed that they are no longer at risk of significant harm.					
PI/243 - % of children receiving the core subject indicators at Key Stage 2	59.20	59.20	58.97	56.50	 Green
This Performance Indicator is subject to fluctuation due to the cohort of children and the specific learning needs and abilities of these children.					
PI/244 - % of children receiving the core subject indicators at Key Stage 4	17.50	11.10	9.62	14.20	 Red
This Performance Indicator is subject to fluctuation due to the cohort of children and the specific learning needs and abilities of these children.					
PI/245 - % of children seen by a registered dentist within 3 months of becoming looked after.	8.82	43.14	64.71	59.40	 Green
23/51 for 2018/19 compared to 22/51 2017/18. In line with our understanding of the guidance, we have changed our data collection process to ensure we more accurately capture the data.					
PI/246 - % of children looked after at 31 March registered with a GP within 10 working days of the start of their placement.	99.46	98.31	98.79	91.70	 Green
163/165 children were registered with a GP within the agreed timescale compared to 174/177 in the same period 2017/18; 2 children who were showing as no GP are placed in Foster to Adopt/Pre-Adoption placements and this data is subject to confidentiality.					
PI/247 - % of looked after children who have experienced one or more changes of school during a period or periods of being looked after which were not due to transitional arrangements in the 12 months to 31 March.	10.23	9.77	7.62	12.70	 Green
16 out of 210 in 2018/19 compared to 21 out of 215 in the same period for 2017/18. This improvement in performance is due to the fact that we constantly strive to minimise the number of placement changes and subsequent school changes for our children.					
PI/248 - % of care leavers who are in education, training or employment continuously at 12 months after leaving care	63.04	38.46	65.38	52.40	 Green
17/26 in 2018/19 compared to 10/26 in the same period in 2017/18. of the 9 young people who were not in Employment, Education or Training continuously for 12 months after leaving care, three were unable to work due to medical reasons, two had become new mothers, three were actively seeking employment and one young person was incarcerated.					

PI Title	Actual 16/17	Actual 17/18	Actual 18/19	Target 18/19	Perf. RAG
PI/249 - % of care leavers who are in education, training or employment continuously at 24 months after leaving care	44.83	56.52	48.00	47.10	 Green
12/25 in 2018-19 compared to 26/46 in the same period 2017-18. Of the 13 young people who were not in Employment, Education or Training continuously for 24 months after leaving care, three were unable to work due to medical reasons; two had become new mothers; five young people had refused to engage with the service and three were actively seeking employment.					
PI/250 - % of care leavers who have experienced homelessness during the year.	1.11	0.00	0.35	10.60	 Green
The young person was provided with crisis accommodation following a relationship breakdown, but the young person declined the accommodation and continued to 'sofa surf' despite the efforts of the YPA to improve their situation.					
PI/251 - % of children who felt their views about their care and support have been listened to.		78.00	65.90		
As this was an anonymous survey, we are unable to identify the children in the cohort who felt their views about their care and support were not listened to. However the service has recently appointed a Head of Participation and Engagement who will be tasked with gathering the views of the children within the service.					

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# Performance Indicators




Neath Port Talbot Council

Appendix 2 - Adult Services - Key Performance Indicators - Quarter 4 (Full Year) - 2018/19



Print Date: 13-Jun-2019

## How will we know we are making a difference (01/04/2018 to 31/03/2019)?

PI Title	Actual 16/17	Actual 17/18	Actual 18/19	Target 18/19	Perf. RAG
<b>Organisation</b>					
CP/031 - PAM/012 - Percentage of households successfully prevented from becoming homeless	54.60	55.56	53.14	41.00	 Green
Housing Options continues to work with all Registered Social Landlord's and with third sector support providers to save tenancies and to provide support to break the cycle of issues such as poor budget management. This work is ongoing with all Supporting People funded services working towards preventing homelessness and assisting the Council to achieve this.					
CP/048 - PAM/025 - Measure 19 - Rate of people kept in hospital while waiting for social care per 1,000 population aged 75+	3.88	3.08	6.29	2.50	 Red
The increase in the number of people waiting in hospital for social care reasons is linked in part to the difficulties the department is experiencing sourcing domiciliary care packages for some people. The commissioning team are working closely with independent domiciliary care providers and the Local Authority Homecare service to find solutions to address the demand for domiciliary care in certain parts of the county. All Wales performance for 2017/18: 3.5					
CP/049 - Number of carers assessments completed	355.00	282.00	287.00		
Carers assessments are undertaken by the social work teams and Neath Port Talbot Carers Service on behalf of the Council. All carers are offered an assessment and those who accept this offer receive an assessment. Carers which reject the offer of an assessment are still provided with access to information, advice and assistance as well as services provided by Neath Port Talbot Carers Service. (No target has been set for this PI).					
CP/050 - Measure 20a - Percentage of adults who completed a period of re-ablement and have a reduced package of care and support 6 months later		14.63	14.29	28.00	 Red
There has been a slight decrease on previous years performance. However, the number of re-ablement packages that have resulted in no need for a further package or support (Measure 20b) has significantly increased. (This data was reported from 2017-18)					
CP/051 - PAM/024 - Measure 13 - Percentage of adults satisfied with their care and support	84.92	82.54	83.02		
There has been a slight increase compared to last year and going forward we will continue to work with adults having care and support, to ensure the support is working to achieve their personal outcomes. No target has been set for this PI.					
CP/052 - PAM/026 - Percentage of carers feeling supported	63.93	66.18	60.77		
There has been a reduction in the percentage of carers feeling supported when compared to last year. We continue to work on an individual basis with carers to meet their personal outcomes, as well as with partner organisations on how carers can be supported, but acknowledge that this is a PI where we do need to improve. No target has been set for this PI.					



PI Title	Actual 16/17	Actual 17/18	Actual 18/19	Target 18/19	Perf. RAG
PI/284 - PI/1 - Number of adults who received advice or assistance from the information, advice and assistance service during the year	2342.00	2593.00	1864.00		
The reduction in this figure compared to last year can be attributed to diverting/signposting clients to external organisations. No target has been set for this PI.					
PI/285 - PI/2 - Number of assessments of need for care and support undertaken during the year	1548.00	1332.00	1518.00		
Of those referrals which have entered the system, there has been an increase in assessment activity throughout the teams. This suggests that only those with an identified need are screened through the Front Door. No target has been set for this PI.					
PI286 - PI/2(i) - Of which; the number of assessments that led to a care and support plan	1206.00	1155.00	1393.00		
There has been an increase in care and support plans when compared to last year. This suggests that only those with an identified need are screened through the Front Door. No target has been set for this PI.					
PI288 - PI/3(i) - Of which; the number of carers assessments that led to a support plan	16.00	10.00	6.00		
The number of carers assessments which led to a support plan has reduced when compared to last year. However, all identified carers are offered an assessment, a large number of carers refuse this offer for various reasons but in all instances, carers are provided with information, advice and assistance. No target has been set for this PI.					
PI289 - PI4 - Number of carer assessments that were refused by carers during the year	73.00	131.00	88.00		
This PI has significantly reduced when compared to last year. Carers refuse the offer of an assessment for various reasons but in all instances, carers are provided with information, advice and assistance. No target has been set for this PI.					
PI290 - PI/5 - Number of assessments of need for care and support for adults undertaken during the year whilst in the secure estate	0.00	0.00	0.00		
We currently have no service users in the secure estate. No target has been set for this PI.					
PI291 - PI/5(i) - Of which; the number of assessments in the secure estate that led to a care and support plan	0.00	0.00	0.00		
We currently have no service users in the secure estate. No target has been set for this PI.					
PI292 - PI/6(a) - Number of requests for re-assessment of need for care and support and need for support and need for support made by an adult during the year in the secure estate	0.00	0.00	0.00		
We currently have no service users in the secure estate. No target has been set for this PI.					

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PI Title	Actual 16/17	Actual 17/18	Actual 18/19	Target 18/19	Perf. RAG
PI293 - PI/6(b) - Number of requests for re-assessment of need for care and support and need for support and need for support made by an adult during the year (All other adults and carers)	0.00	0.00	0.00		
There were no requests for re-assessment during the year. No target has been set for this PI.					
PI294 - PI/6(i)(a) - Of which; the number of re-assessments undertaken in the secure estate	0.00	0.00	0.00		
We currently have no service users in the secure estate. No target has been set for this PI.					
PI295 - PI/6(i)(b) - Of which; the number of re-assessments undertaken (All other adults and carers)	0.00	0.00	0.00		
There were no requests for re-assessment during the year. No target has been set for this PI.					
PI296 - PI/6(ii)(a) - Of which; the number of re-assessments that led to a care and support plan in the secure estate	0.00	0.00	0.00		
There were no requests for re-assessment during the year. No target has been set for this PI.					
PI297 - PI/6(ii)(b) - Of which; the number of re-assessments that led to a care and support plan (All other adults and carers)	0.00	0.00	0.00		
There were no requests for re-assessment during the year. No target has been set for this PI.					
PI298a - PI/7 - Number of care and support plans and support plans that were reviewed during the year	2004.00	1356.00	1439.00		
This PI has increased when compared to last year due to social work teams having a planned approach to undertaking reviews. No target has been set for this PI.					
PI298b - PI/7(i) - Of which, the number of plans that were reviewed within timescale	1050.00	788.00	892.00		
This PI has increased when compared to last year due to social work teams having a planned approach to undertaking reviews. No target has been set for this PI.					
PI299 - PI/8 - Number of requests for review of care and support plans and support plans for carers before agreed timescales made by an adult during the year	9.00	0.00	0.00		
There were no requests during the year. No target has been set for this PI.					
PI299b - PI/8(i) - Of which; the number of reviews undertaken	9.00	0.00	0.00		

PI Title	Actual 16/17	Actual 17/18	Actual 18/19	Target 18/19	Perf. RAG
There were no requests during the year. No target has been set for this PI.					
PI301 - PI/9 - Number of adults who received a service provided through a social enterprise, co-operative user led or third sector organisation during the year	0.00	0.00	0.00		
We currently have no service users identified as having a service from a social enterprise, co-operative or third sector organisation. No target has been set for this PI.					
PI302 - PI/10 - Number of adults who received care and support who were in employment during the year	16.00	5.00	7.00		
This PI does not measure performance, only those who were in employment during the year. No target has been set for this PI.					
PI303 - PI/11 - Number of adults with a care and support plan who received adult social care during the year e.g. homecare, day care, respite, reablement, adaptations, adult care homes, telecare etc.	2567.00	2529.00	2721.00		
This PI has increased when compared to last year due to the higher number of assessments completed. No target has been set for this PI.					
PI304 - PI/12 - No. of adults who paid the maximum weekly charge towards the cost of care and support during the year	46.00	40.00	50.00		
This data is provided directly from Finance which invoice on an ad-hoc basis resulting in sporadic changes throughout the year. No target has been set for this PI.					
PI305 - PI/13 Number of adults who paid a flat rate charge for care and support or support for carers during the year	2033.00	2215.00	2481.00		
This data is provided directly from Finance which invoice on an ad-hoc basis resulting in sporadic changes throughout the year. No target has been set for this PI.					
PI306 - PI/14 - Number of adults who were charged for care and support or support for carers during the year	2262.00	2279.00	2195.00		
This data is provided directly from Finance which invoice on an ad-hoc basis resulting in sporadic changes throughout the year. No target has been set for this PI.					
PI307 - Measure 18 - The percentage of Adult at Risk enquiries completed within 7 days		86.34	89.16		
This PI has increased slightly when compared to last year. This is a reflection of the changes in practice and policies, also embedding the responsibilities of safeguarding across the spectrum of care homes and associated employees. No target has been set for this PI.					
PI309 - Measure 20b - The percentage of adults who completed a period of reablement and have no package of support 6 months later		24.39	67.03		
This PI has significantly improved when compared to last year which highlights a greater number of successful reablement packages. No target has been set for this PI.					

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 Updated 16/19

PI Title	Actual 16/17	Actual 17/18	Actual 18/19	Target 18/19	Perf. RAG
PI310 - Measure 21 - The average length of time, in calendar days, adults (aged 65 or over) are supported in residential care homes	819.20	765.68	785.45		
This PI will fluctuate depending on the number of people which have been discharged/deceased within the period, therefore performance is difficult to monitor. No target has been set for this PI.					
PI311 - Measure 22 - Average age of adults entering residential care homes	83.10	82.62	85.04		
This PI will fluctuate depending on the number of people which have been discharged/deceased within the period, therefore performance is difficult to monitor. No target has been set for this PI.					
PI313 - Measure 23 - The percentage of adults who have received advice and assistance from the information, advice and assistance service and have not contacted the service for 6 months					
We have difficulty in reporting this PI as IT are unable to design a report to capture the data with the only alternative is to manually count 1,000's of records every quarter which is not possible. No target has been set for this PI.					
PI317 - HOS/003 (Local) - The percentage of households for which homelessness was successfully relieved	56.34	45.81	36.01		
Housing Options continues to work closely with all Registered Social Landlords (RSL's) to maximise the opportunities of offers that are reasonable for the client. Incentives can be offered in some cases to ensure a positive outcome such as financial assistance for bonds. No target has been set for this PI.					
PI318 - HOS/004 (Local) - The percentage of those households for which a final duty was successfully discharged	69.23	100.00	100.00		
The cases owed a final duty are generally cases that are residing in temporary accommodation. As a result they are prioritised for allocations with the Registered Social Landlords (RSL's) as per the Nominations or other agreement, resulting in a high success rate. The agreements with RSL's will continue and are allocations to these specific cases are monitored to ensure the priority is given. No target has been set for this PI.					
PI319 - HOS/005 (Local) - The overall percentage of successful outcomes for assisted households	62.61	56.81	64.62		
Housing Options continues to work with both Registered Social Landlords (RSL's) and private sector landlords/agents to maximise the opportunities for applicants to secure accommodation. For the private sector this could involve offering incentives such as bonds or rent in advance, offering support where required to address previous concerns such as budgeting and other measures as assessed as needed. This will continue to increase the overall number of successful outcomes across all duties. No target has been set for this PI.					



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# Performance Indicators

Neath Port Talbot Council

Appendix 3 -Children & Young People Services - Compliments and Complaints - Full Year - 2 018/19



Print Date: 17-Jun-2019

**How will we know we are making a difference (01/04/2018 to 31/03/2019)?**

PI Title	Actual 16/17	Actual 17/18	Actual 18/19	Target 18/19	Perf. RAG
<b>CHILDREN AND YOUNG PEOPLE SERVICES</b>					
PI/260 - Children & Young Peoples Services - % of complaints at Stage 1 that were upheld/partially upheld	47.37	21.43	38.71		
Despite a slight increase in the number of complaints received during 2018/19 (when compared to 2017/18) from 28 to 31, the Complaints Team continue to work closely with front line teams to manage complaints appropriately. 8 stage 1 complaints were upheld and 4 stage 1 complaints were partially upheld (total of 12).					
PI/261 - Children & Young Peoples Services - % of complaints at Stage 2 that were upheld	50.00	0.00	33.33		
There were 3 complaints at stage 2 during this period. One was partially upheld and 2 were not upheld. However, there continues to be a stronger emphasis on a speedier resolution at "local" and "Stage 1" levels.					
PI/262 -Children & Young People Services - % of complaints dealt with by the Public Services Ombudsman that were upheld	0.00	0.00	0.00		
There were no Ombudsman investigations during this period.					
PI/263 - Children & Young People Services- Number of compliments received from the public	23.00	19.00	30.00		
The number of compliments has increased; when compared to the same period last year there has been an increase from 19 to 30. This can be attributed to an improvement in reporting from services receiving praise and thanks. The Complaints Team will continue to raise the profile for the need to report such incidences.					

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# Performance Indicators

Neath Port Talbot Council

Appendix 4 - Social Services, Health & Housing (excluding CYPS) - Compliments and Complaints - Quarter 4 (Full Year) - 2018/19



Print Date: 08-Jul-2019

## How will we know we are making a difference (01/04/2018 to 31/03/2019)?

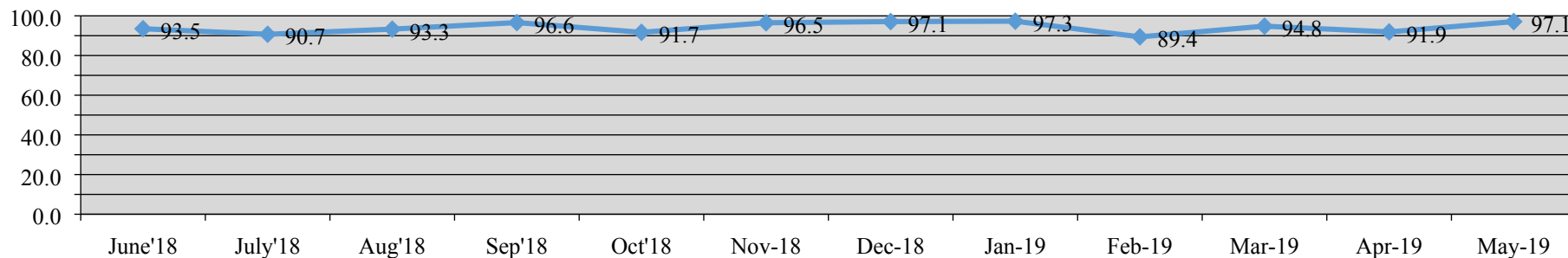
PI Title	Actual 16/17	Actual 17/18	Actual 18/19	Target 18/19	Perf. RAG
<b>Organisation</b>					
PI/264 - Social Services, Health and Housing (excluding CYPS) - % of complaints at Stage 1 that were upheld/partially upheld	43.24	43.75	45.71		
Despite an increase in the number of complaints received during 2018/19 (when compared to 2017/18) from 16 to 35, the Complaints Team continue to work closely with front line teams to manage complaints appropriately. 10 stage 1 complaints were upheld and 6 stage 1 complaints were partially upheld (total of 16). No target has been set for this PI.					
PI/265 - Social Services, Health and Housing (excluding CYPS) - % of complaints at Stage 2 that were upheld/partially upheld	100.00	100.00	0.00		
There was 1 complaint at Stage 2 during this period which was not upheld. There continues to be a stronger emphasis on a speedier resolution at 'local' and 'Stage 1' levels. No target has been set for this PI.					
PI/266 - Social Services, Health and Housing (excluding CYPS) - % of complaints dealt with by the Public Services ombudsman that were upheld	0.00	0.00	0.00		
There were no ombudsman investigations during this period. No target has been set for this PI.					
PI/267 - Social Services, Health and Housing (excluding CYPS) - Number of compliments received from the public	9.00	60.00	60.00		
The number of compliments has remained the same; when compared to the same period last year. The Complaints Team will continue to raise the profile for the need to report such incidences. No target has been set for this PI.					



Key Priority Performance Indicators – May 2019

- Priority Indicator 1 – Staff Supervision Rates

**Percentage of Workers (Qualified and Unqualified) that Receive Supervision within 28 Working Days**

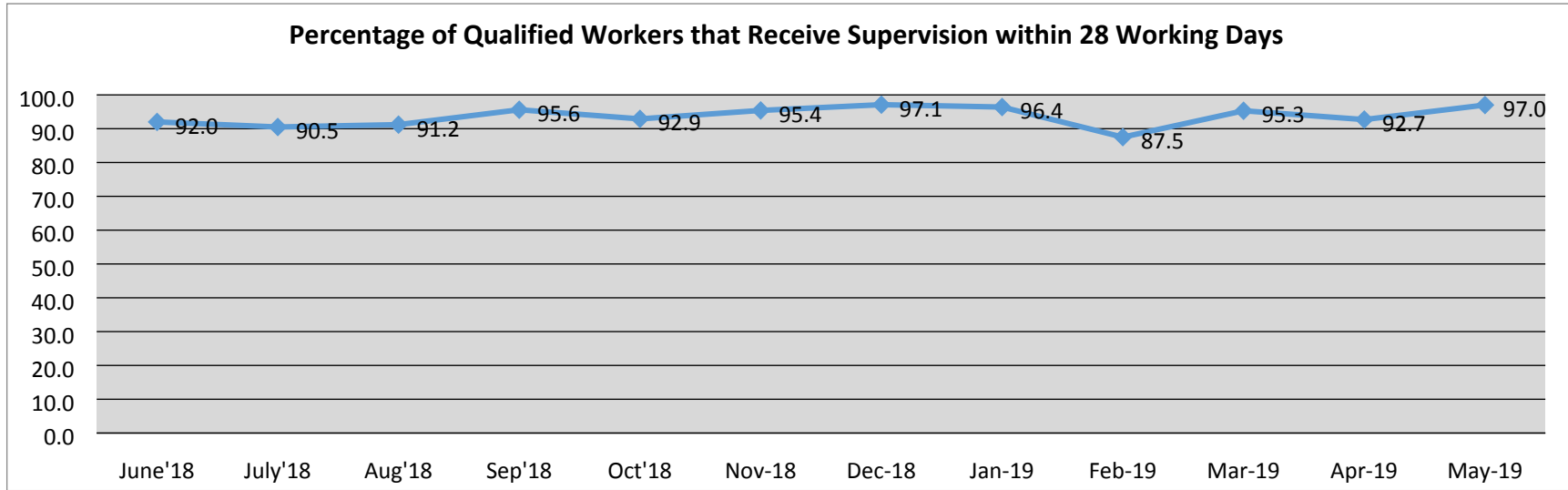


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	Jun 18	Jul 18	Aug 18	Sep 18	Oct 18	Nov 18	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19	May 19
<b>Performance Indicator/Measure</b>	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
The % of all workers that receive Supervision within 28 working days	93.5	90.7	93.3	96.6	91.7	96.5	97.1	97.3	93.6	94.8	91.9	97.1
Number of workers due Supervision	150	154	151	149	148	144	143	146	140	134	135	136
Of which, were undertaken in 28 working days	142	138	141	144	137	139	143	132	131	127	124	132

**APPENDIX 5**

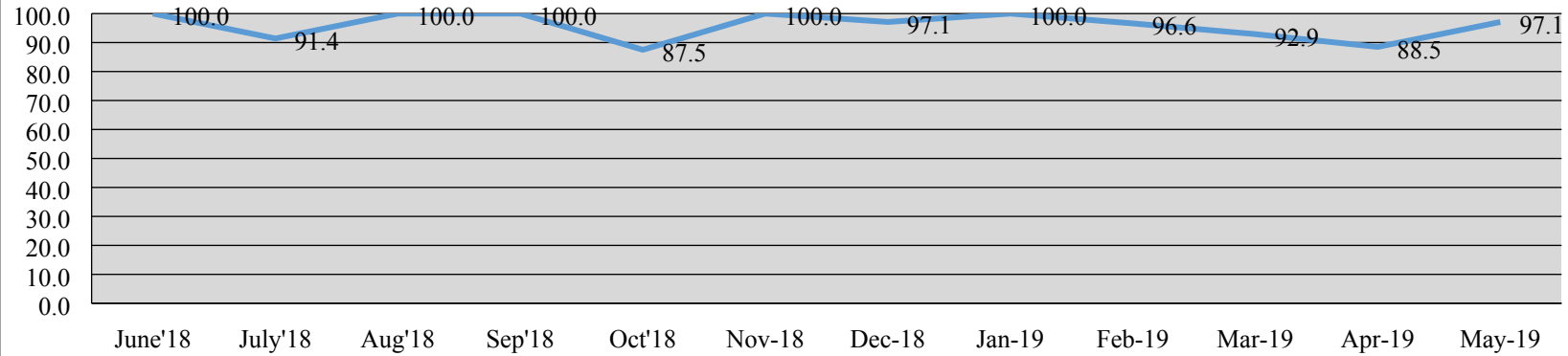
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	<b>Jun 18</b>	<b>Jul 18</b>	<b>Aug 18</b>	<b>Sep 18</b>	<b>Oct 18</b>	<b>Nov 18</b>	<b>Dec 18</b>	<b>Jan 19</b>	<b>Feb 19</b>	<b>Mar 19</b>	<b>Apr 19</b>	<b>May 19</b>
<b>Performance Indicator/Measure</b>	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
The % of Qualified Workers that receive Supervision within 28 working days	92.0	89.2	91.2	95.6	92.9	95.4	97.1	96.4	92.8	95.3	92.7	97.0
Number of workers due Supervision	125	120	114	114	112	109	105	110	111	106	109	101
Of which, were undertaken in 28 working days	115	107	104	109	104	104	102	106	103	101	101	98

APPENDIX 5

### Percentage of Unqualified Workers that Receive Supervision within 28 working days



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	Jun 18	Jul 18	Aug 18	Sep 18	Oct 18	Nov 18	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19	May 19
<b>Performance Indicator/Measure</b>	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
The % of Unqualified Workers that receive Supervision within 28 working days	100	96.8	100.0	100	87.5	100	97.1	100	96.6	92.9	88.8	97.1
Number of workers due Supervision	29	31	35	34	32	34	35	36	29	28	26	35
Of which, were undertaken in 28 working days	29	30	35	34	28	34	34	36	28	26	23	34

APPENDIX 5

- **Priority Indicator 2 – Average Number of Cases held by Qualified Workers across the Service**

Tudalen 172

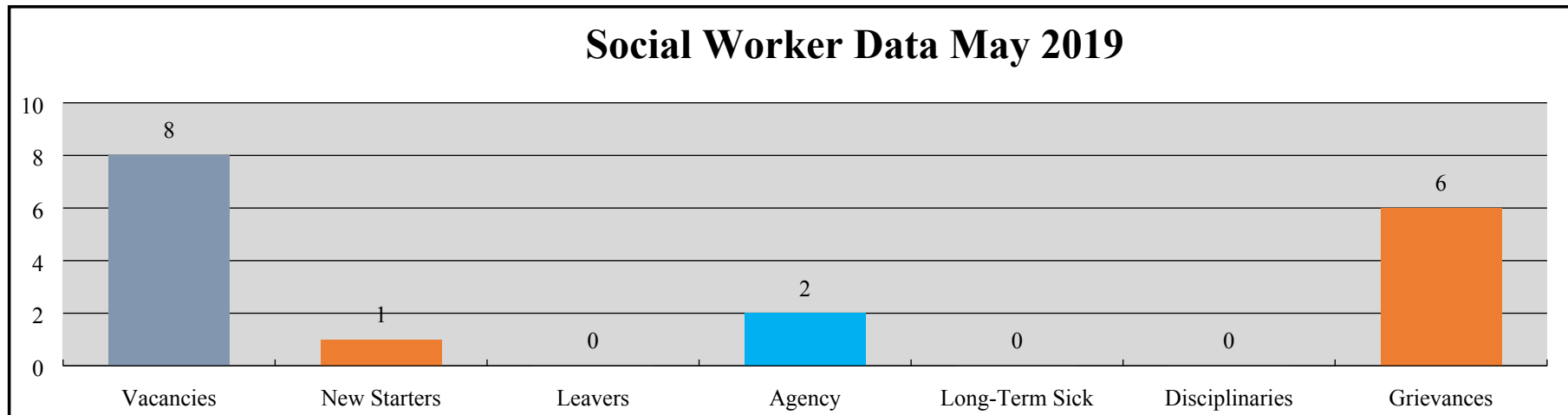
As at 31st May 2019	Caseload Information - Qualified Workers, including Deputy Team Managers				
Team	Available Hours	FTE Equivalent	Team Caseload	Highest Worker Caseload	Average Caseload per Worker
Cwrt Sart	222.0	6.0	117.0	18	19.5
Disability Team	421.5	11.4	167.0	22	14.7
LAC Team	456.5	12.3	176.0	18	14.3
Llangatwg	370.0	10.0	114.0	14	11.4
Sandfields	331.0	8.9	62.0	9	6.9
Route 16	207.2	5.6	44.0	8	7.9
Dyffryn	351.5	9.5	109.0	17	11.5
Intake	355.0	9.6	95.0	12	9.9
<b>Totals</b>	<b>2,714.70</b>	<b>73.4</b>	<b>884.00</b>		
<b>Average Caseload - CYPS</b>				<b>14.8</b>	<b>12.0</b>

**Please Note:**

1. Cases held by Deputy Team Managers and Part-Time Workers are included in the above figures.
2. The '*Available Hours*' do not include staff absences e.g. sickness, maternity leave, placement, etc., unless cover has been provided for the post.

**APPENDIX 5**

- **Priority Indicator 3 – The Number of Social Worker Vacancies (includes number of starters/leavers/agency staff/long-term sickness), Disciplinarys and Grievances across the Service.**

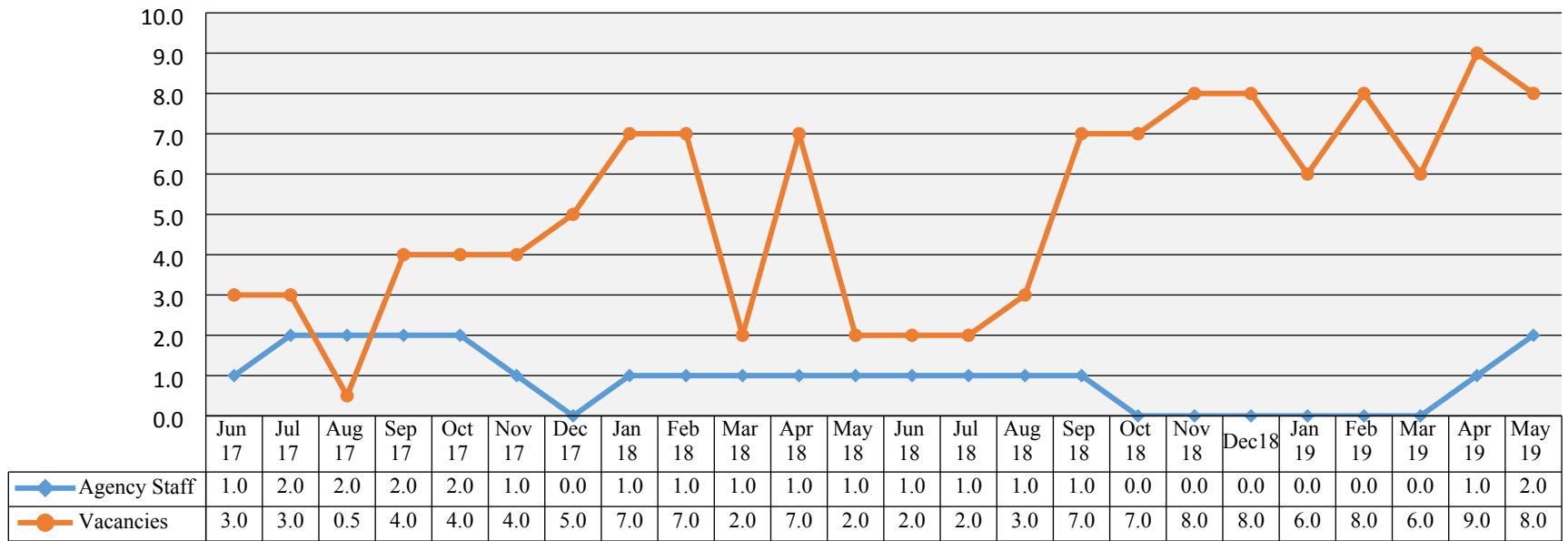


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	Team Manager	Deputy Manager	Social Worker	Peripatetic Social Worker	IRO	Consultant Social Worker	Support Worker	Total
<b>Vacancies</b>	1		6			1		8
<b>New Starters</b>					1			1
<b>Leavers</b>								0
<b>Agency</b>			2					2
<b>Long-Term Sick</b>								0
<b>Disciplinarys</b>								0
<b>Grievances</b>		1	5					6

**Summary of Agency Staff and Vacancies across the Service**

Summary of Agency Staff and Vacancies Across the Service  
(June 2017 - May 2019)



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## APPENDIX 5

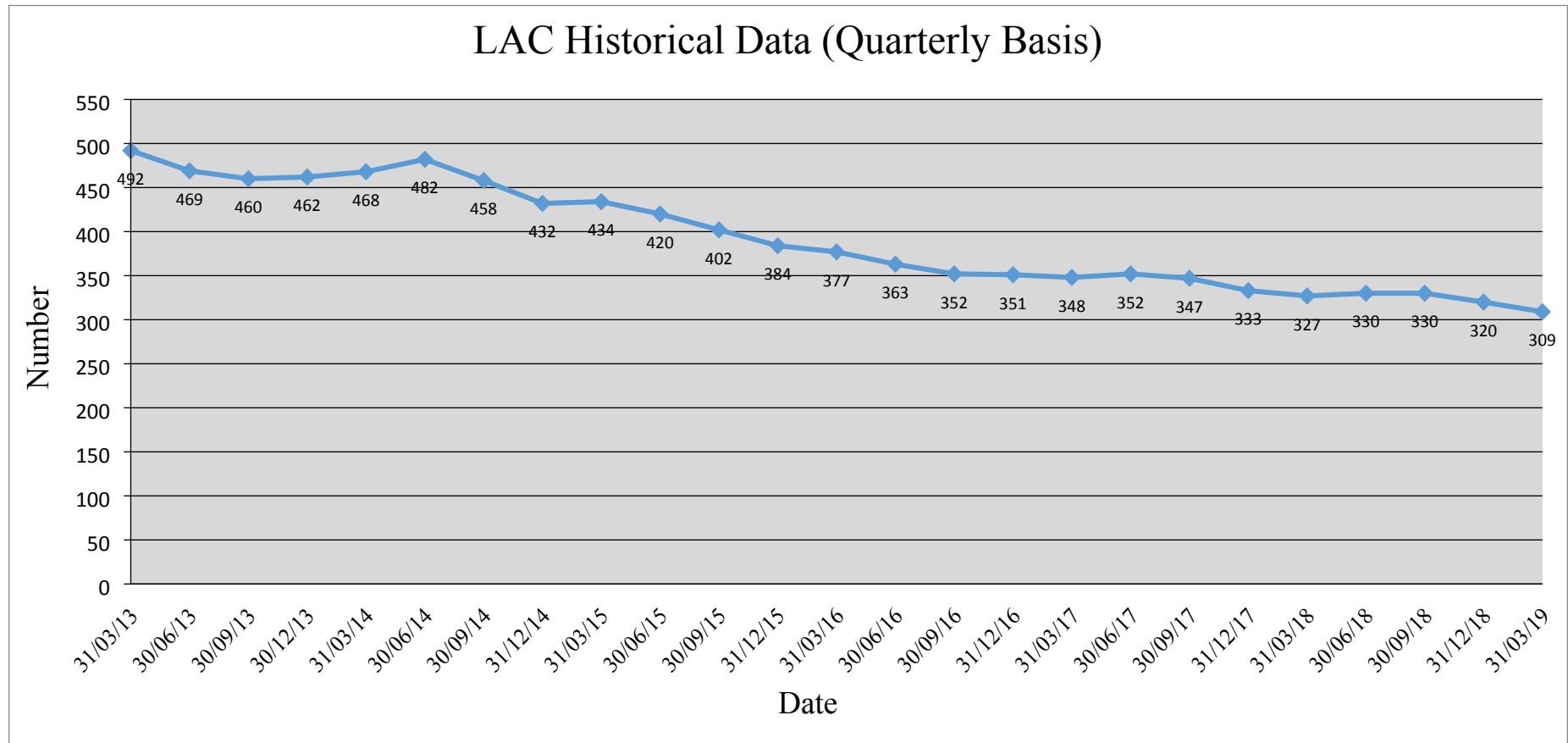
- **Priority Indicator 4 – Thematic Report on the findings of Case File Audits (reported quarterly)**

There is an audit programme in place which facilitates the scrutiny of various aspects of activity within Children & Young People Services. The findings of the audit activity undertaken during the **4<sup>th</sup> Quarter Period (Jan 2019 – Mar 2019)** can be seen at **Appendix 6** of the End of Year Performance Report to the Social Care, Health & Well-Being Cabinet Board.

APPENDIX 5

- **Priority Indicator 5 – Number of Looked After Children (Quarterly)**

Tudalen 176



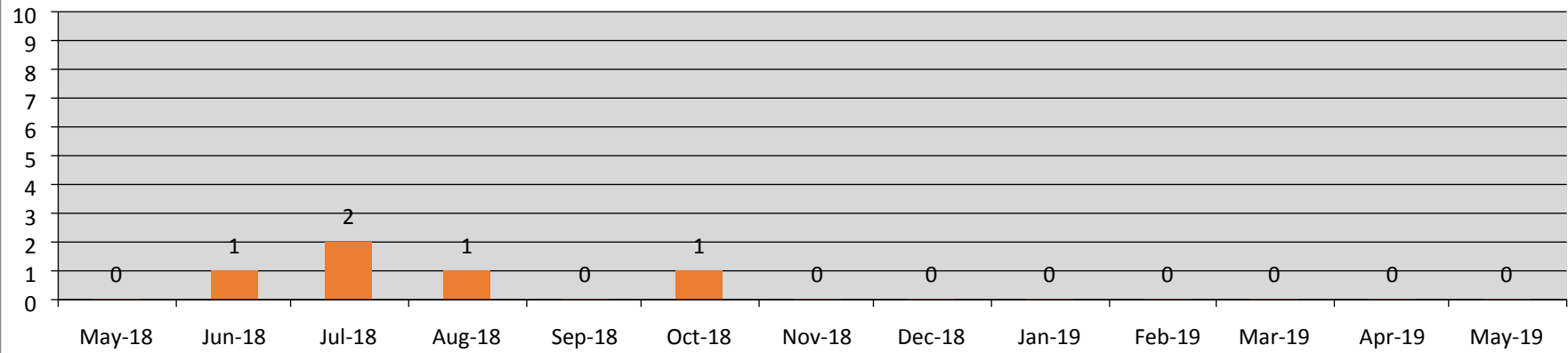
**Please Note:** The number of Looked after Children as at 31/05/19 - **319**



**APPENDIX 5**

- **Priority Indicator 6 – The Number of Children who have been discharged from care and subsequently re-admitted within a 12-month period.**

**LAC Re-admitted**



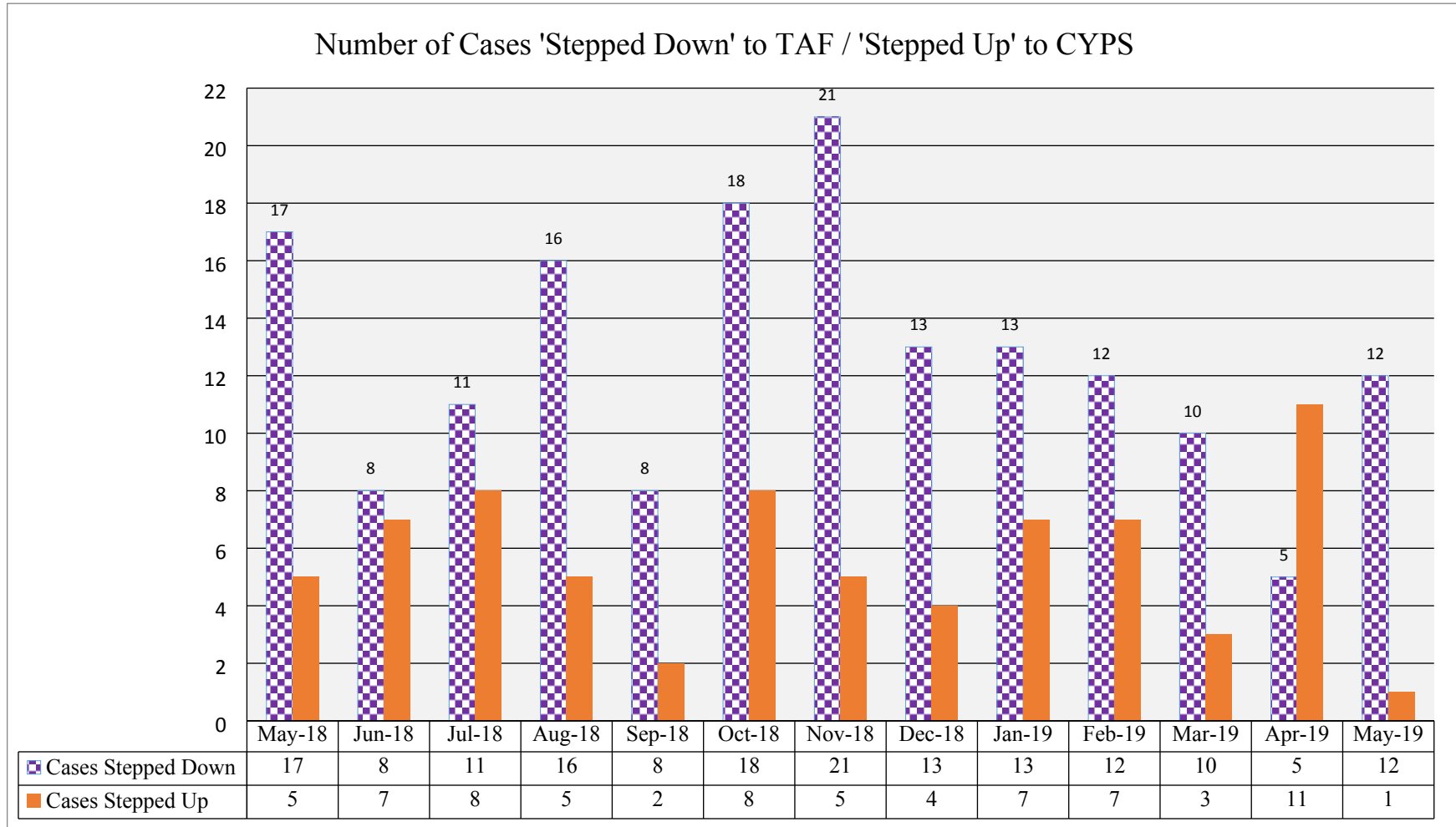
Tudalen177

<b>Date</b>	<b>Number Re-Admitted</b>
Jun 18	1
Jul 18	2
Aug 18	1
Sep 18	0
Oct 18	1
Nov 18	0
Dec 18	0
Jan 19	0
Feb 19	0
Mar 19	0
Apr 19	0
May 19	0

**APPENDIX 5**

- **Priority Indicator 7 – The Number of Cases ‘Stepped Down / Stepped Up’ between Team Around the Family (TAF) and CYPS**

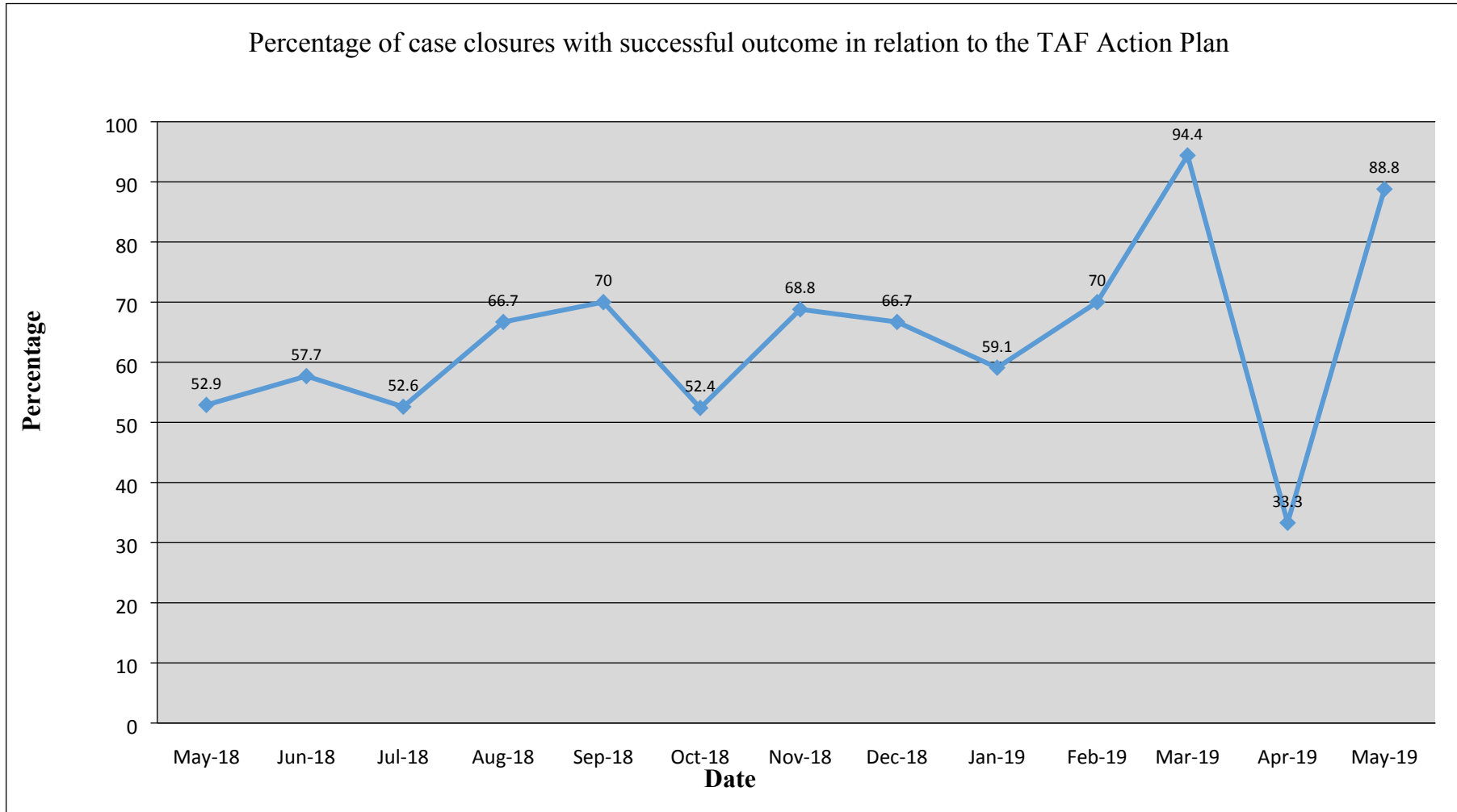
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APPENDIX 5

- **Priority Indicator 8 – The Percentage of Team around the Family (TAF) cases that were closed due to the achievement of a successful outcomes in relation to the Plan.**

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# Appendix 6 - Quality Assurance Audits

## Quarter 4 – Audit Overview Report

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### *Quality Assurance Audits*

Quality Assurance Audits take place on a monthly basis within Children and Young People Services and Adult Services. This report gives an overview of the thematic audits reported on in quarter 4 of the 2018-2019 period, what is working well, what we will improve and by what methods. This report collates audit activity from across Social Services: Children and Young People Services, Adult Services and Hillside Secure Children's Home.

Each audit tool devised is circulated to relevant stakeholders in Children's Services, Adults Services and Hillside prior to audits being completed. Audit days usually take place once a month in the Quays IT room with team managers collectively auditing and analysing the themes arising.

### *Audits Completed*

During this quarter we have reported on three thematic audits:

Audit Theme	Cases Audited	Service
Supervision Audit		Hillside Secure Children's Home
Care and Support Cases		Children's Services
Re-referrals within 3-6 months of closure		Children's Services

### *What are we doing well?*

We've identified through the audit process what is working well and have highlighted many good working practices evident across the Social Services IT System.

#### **In the Hillside Supervision Audit:**

- 80% of the supervisions were completed within 28 working days
- There was a current signed supervision agreement in place for 70% of the cases audited, although we will look to improve on this in future audits
- In all of the cases audit we were securely storing the supervision notes, however contingencies need to be put in place to ensure access to supervision records can happen by senior management when required
- In 89% of the cases audited the agreed actions from previous supervisions were recorded and reviewed at subsequent supervisions
- The areas on wellbeing and roles, responsibilities, professional and practice were completed in 90% of the cases audited, and training and development and other issues were completed in 100% of the cases audited
- In 90% of the cases audited the wellbeing section takes into account and fully explores any physical, emotional and relationship difficulties and positive achievements in that area
- In 80% of the cases audited discussions were evident in the supervision around relationships with their own team and/or wider team
- In 75% of the cases audited it was evident that the supervisee could relate training undertaken into practice

- It was evident in 80% of the cases audited that supervisors had discussed with the supervisee their role in relation to completing paperwork and their overall quality assurance role
- In 90% of the cases audited the supervision records were signed by both the supervisor and the supervisee

#### **In the Care and Support Cases audit:**

- In the preceding six months there have been at least two care and support meetings held in 78% of the cases audited
- In 81% of the cases audited the plan reflects the outcomes of the child/young person
- In 83% of the cases audited it is evident that the case is being actively worked between visits
- In 83% of the cases audited the voice of the child/young person was heard throughout the preceding six months
- Supervisions were being held regularly in 86% of the cases audited evidencing manager oversight

#### **In the Re-referrals within 3-6 months of closure audit we found that:**

- Almost three quarters of the case audited that did have a care and support plan in place during the first referral, the tasks on the plan were completed, those not completed were mostly transferred down to Team Around the Family to complete on stepdown
- In 81% of the cases audited the case manager's closure statement provided sufficient information on why the case could be closed at that juncture
- In 85% of the cases, the auditor agreed that the issues were sufficiently resolved from the initial referral

#### ***What will we improve?***

1. In Hillside, staff files to be kept in a locked area that can be accessed by the supervisor and the unit leader/senior management when required
2. Hillside supervisors to assist the supervisee in reflecting on their own practice
3. Auditors highlighted that there was limited discussions for identified key-workers and the young person they worked with. Although guidance and direction around key-working is completed through centre briefings and team meetings, supervisions still need to address and provide guidance around their key working and young people on the unit in general
4. Overall auditors felt that the quality of supervisions could be improved further by not being too prescriptive but still providing the depth and level of detail of the conversation held with clear action points
5. Auditors felt that two of the questions on the Hillside supervision audit tool needed to be removed (questions 13 & 18) an additional question to be added that ensure that the supervisor had reflected on the practice of the supervisee, and the order of questions to be revised slightly
6. In the Care and Support Cases audit it was highlighted in 31% of the cases audited visits could have been held more frequently
7. Although evident that care and support meetings were happening in the Care and Support Cases audit, workers need to ensure the plan reflects these discussions
8. In the Care and Support Cases audit, workers to endeavour where possible that all agencies have the opportunity to attend the care and support meetings
9. In over a third of the cases audited in the Care and Support Cases audit it was indicated that the case had remained open for monitoring/facilitating as opposed to safeguarding reasons

10. The care and support plan to be used more effectively as a working document to progress the cases.
11. Where possible cases should be stepped down to universal services/Team Around the Family for continued support when cases fall below statutory thresholds
12. In the Re-referrals audit, all care and support cases will have a completed care and support plan following the assessment being completed
13. All agencies to be made aware of plans to close a case, this will also highlight the requirement for agencies to monitor and support families following closure and re-refer if necessary
14. Where cases have been agreed to close, these should be completed promptly following that decision being made

### *How will we do this?*

- Through developing the IT system to reflect and record the information we want to evidence
- By changing, communicating and reinforcing to staff processes and procedures to follow
- By holding training sessions for staff on specific areas of the system where new processes have been introduced
- By direct feedback on individual cases to the responsible team manager and case worker
- By looking at the way we encourage engagement and participation of children, young people and their parents/carers
- Through circulation of audit tools to all practitioners to enable them to have an understanding of the areas auditors are looking at which will become evident in future audits on the same topic
- By discussing and ratifying proposed changes and improvements through the Outcome Focussed, Quality Assurance and the Practice Improvement Groups
- By circulating the thematic audit reports to all staff for their information
- By having a transparent quality assurance audit process in place which is responsive to suggestion and change

### *What have we learnt?*

In the last quarter we undertook an audit of supervisions in Hillside Secure Children's Home, this audit was the first supervision audit undertaken on staff files in Hillside as previously supervision audits were limited to Children and Adult Services only. The supervision audit has provided a baseline on what is working well, what we want to improve and the methods we will use to do this. Supervision audits within Hillside will be scheduled in every three to four months to ensure the quality of supervision maintains the standards set and improves in areas identified.

The Care and Support Audit and the Re-referrals audit were similar audits in the type of cases audited, with similar themes arising highlighting areas that are working well and areas for improvement. Both audits highlighted that an effective care and support plan with regular meetings that use the plan as a working document is fundamental to progression of the case. Manager oversight in the Care and Support Audit was high with the voice of the child being reflected throughout the cases audited. Within the Re-referrals audit, the reasoning for closing the case initially was robust and the auditors agreed that concerns had been adequately resolved to close the case.

To promote reflective learning within the service, the good practice and areas for improvement identified within each audit and the individual case file audit forms will be shared with the appropriate Team Managers and the workers involved in the case, this is done either on a 1:1 basis or through group sessions.

### *Next Steps?*

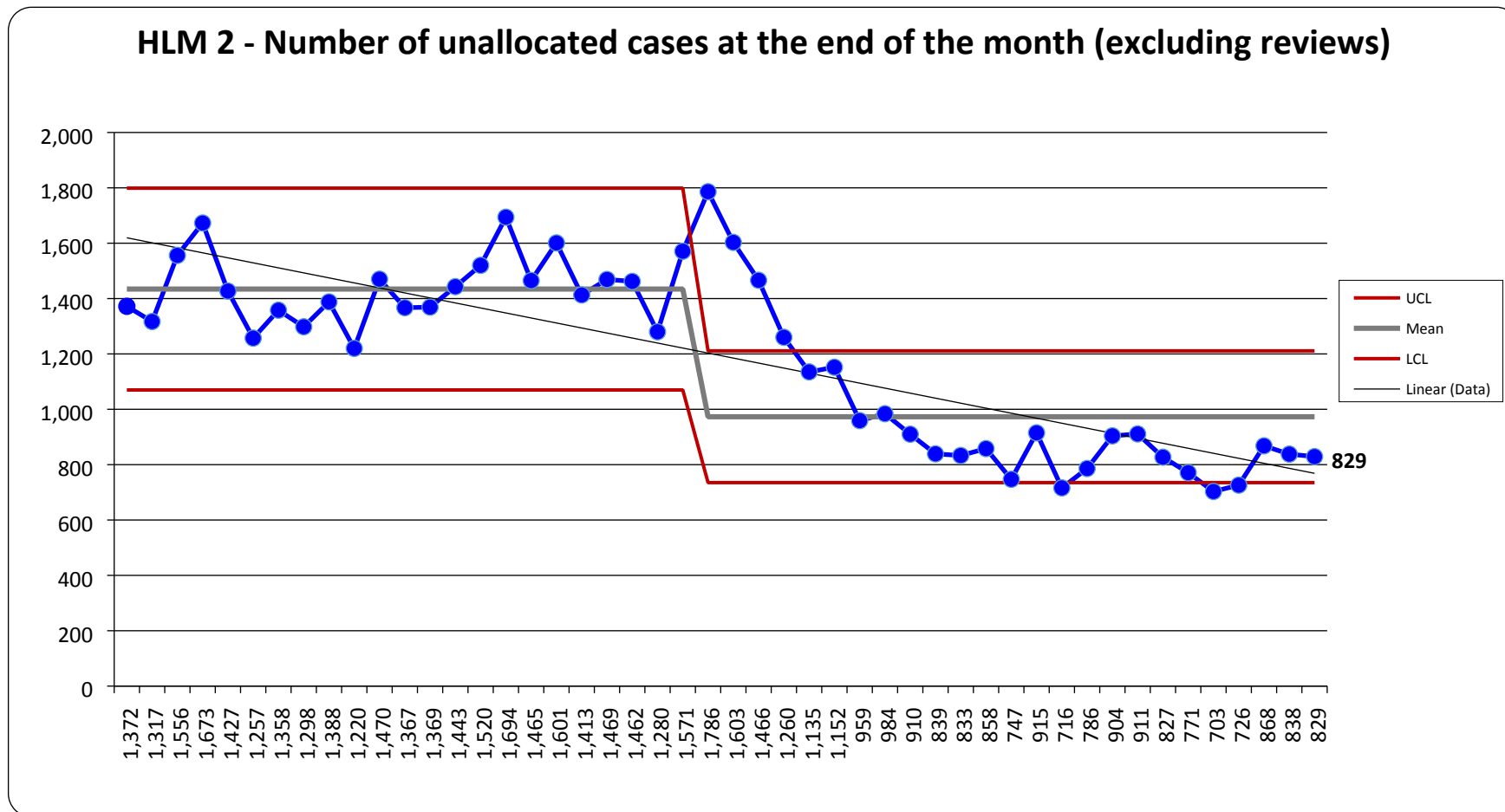
Our effective auditing process is identifying key themes on good practice and areas we will improve. Post audit we have mechanisms in place for following through on actions identified. Any actions identified from each audit are transferred to an audit action register whereby individual actions are discussed and agreed, this allows us to monitor desired outcomes and progress. This gives a transparent view what we recognise is working well, what we will improve, how we will do it and when it will be in place. All audit tools and reports are disseminated to the appropriate teams within Social Services, this provides staff with information on good practice and areas for improvement and it also provides a visual tool for staff that can be referenced in the everyday tasks completed.

**Quality and Audit Coordinator – Mel Weaver**



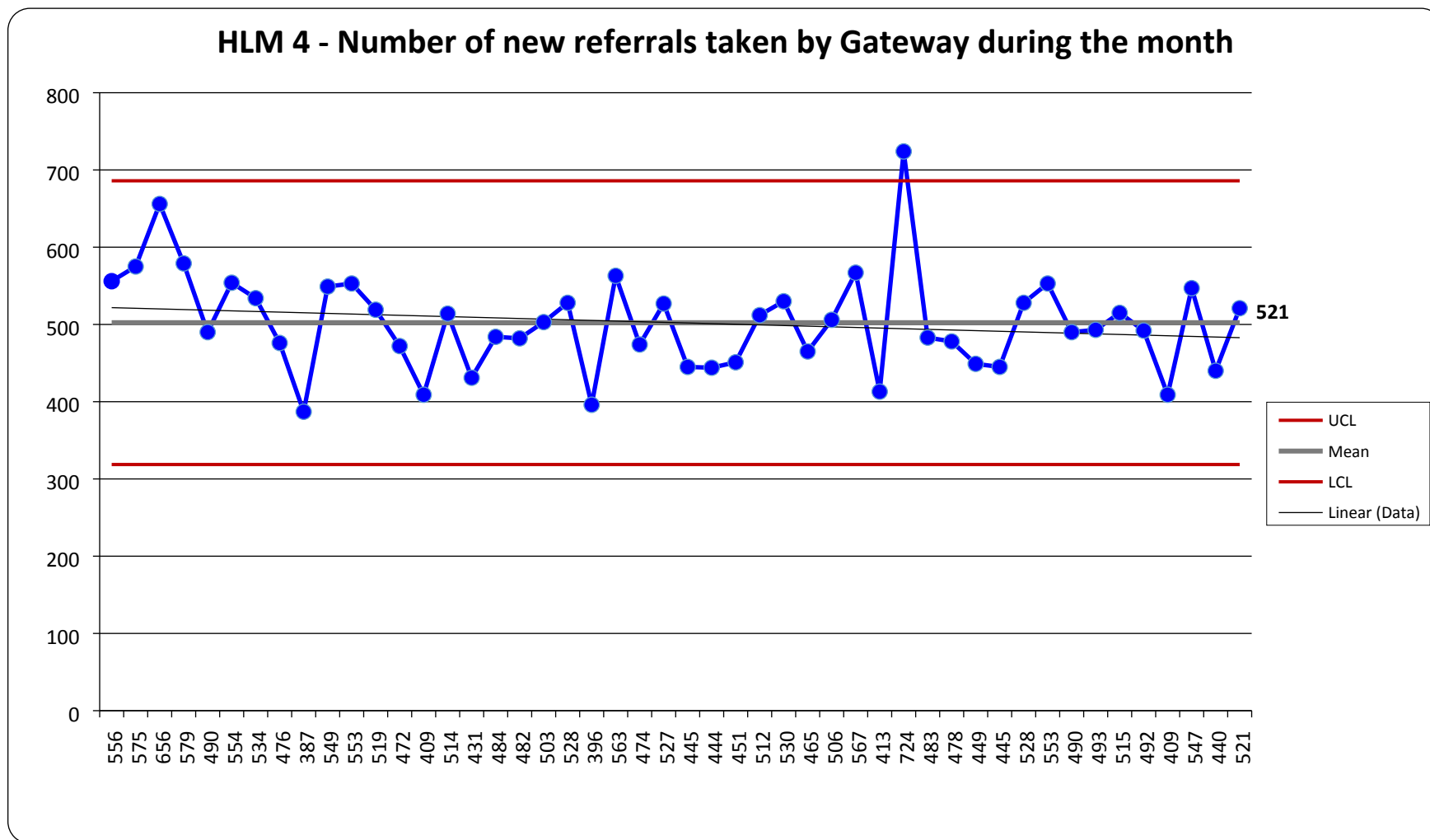
### Adult Services High Level Measures

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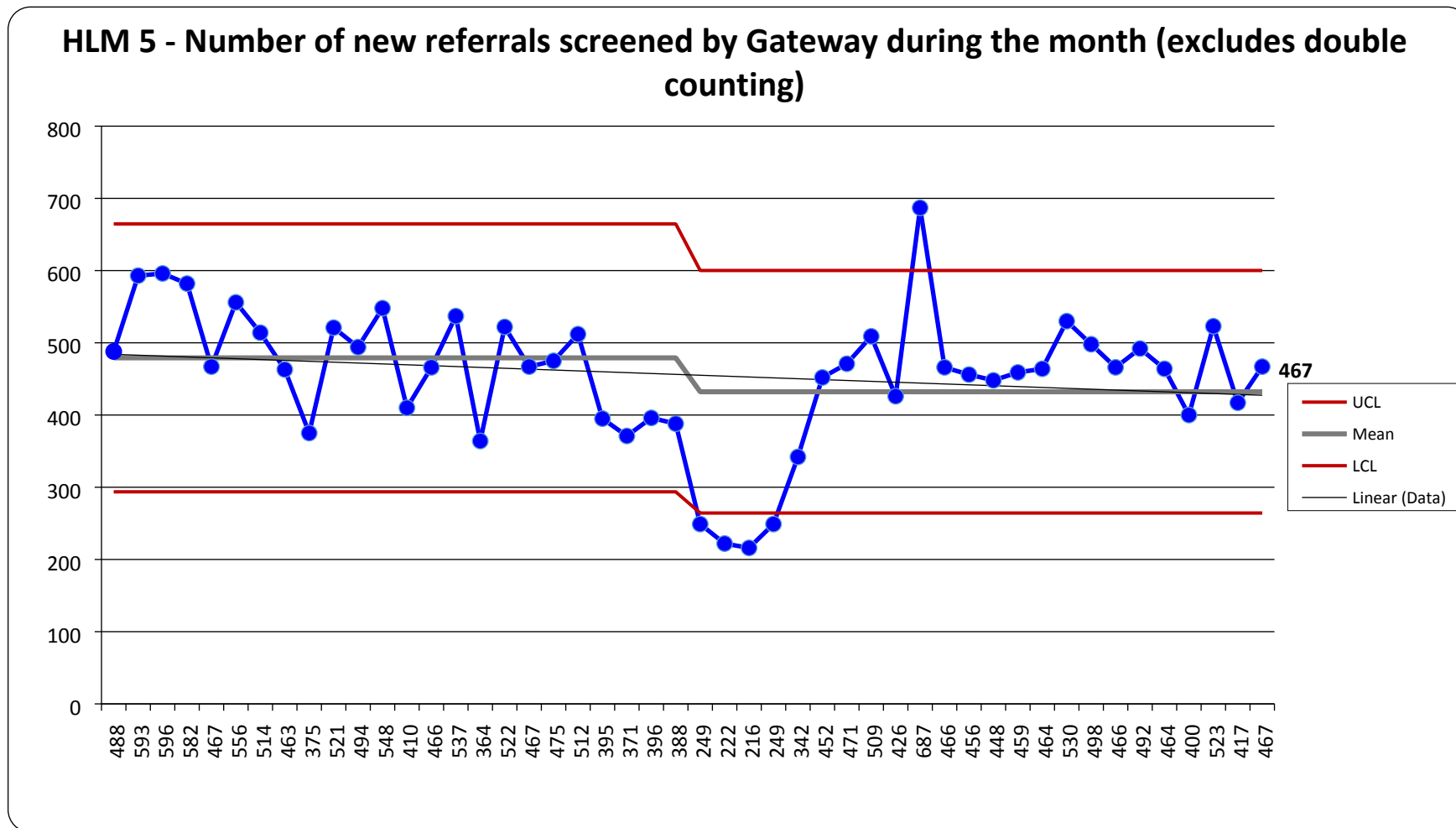
**HLM 2** – Numbers on waiting lists/unallocated for all teams at the end of each month excluding reviews. Please note that clients can be showing as unallocated for more than one team. Of the **829** unallocated cases for March, **329** of these are currently receiving social work support/open to a team.

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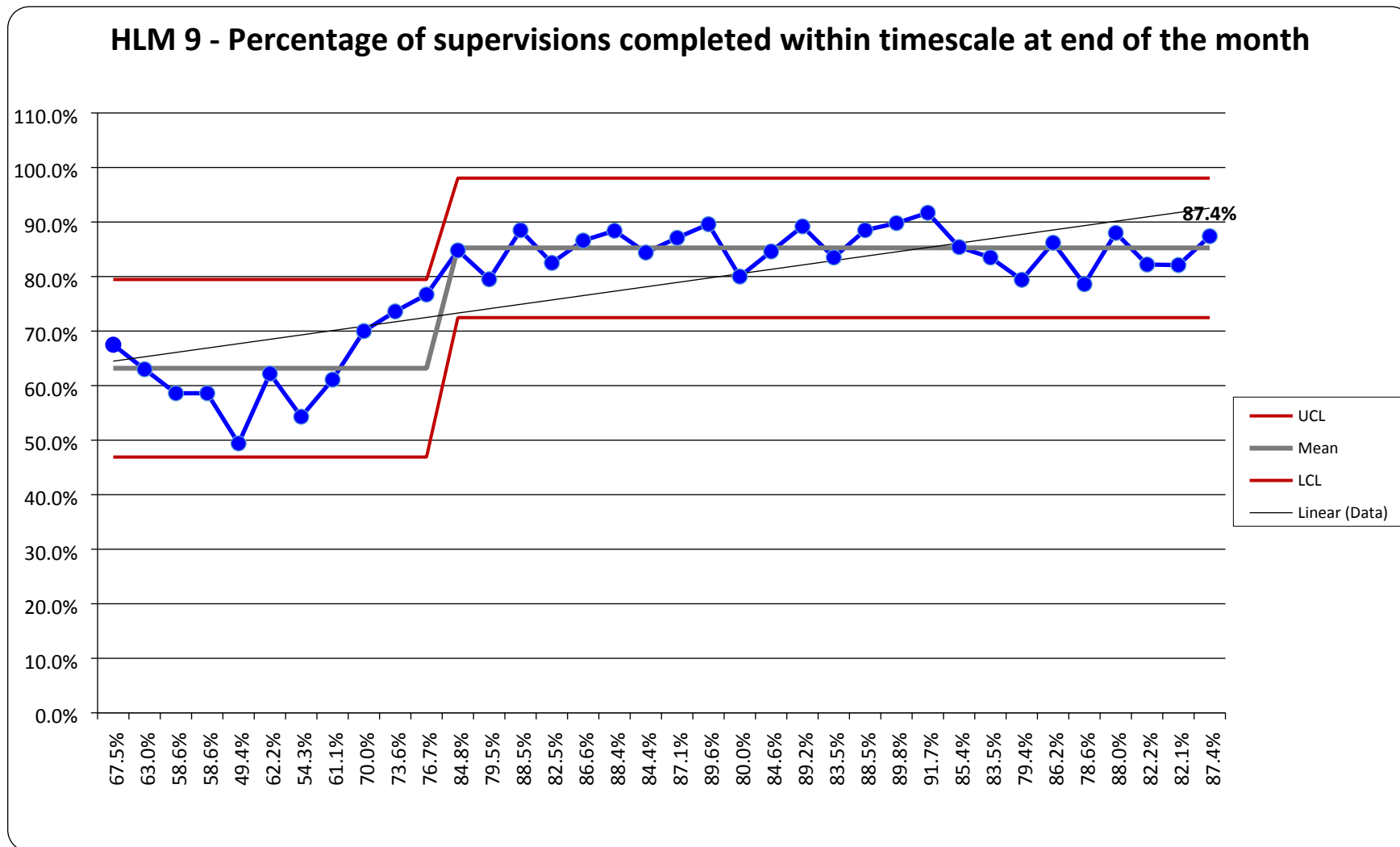
**HLM 4 – New referrals taken by Gateway during the month. These are clients which are not open to us at the time of referral.**

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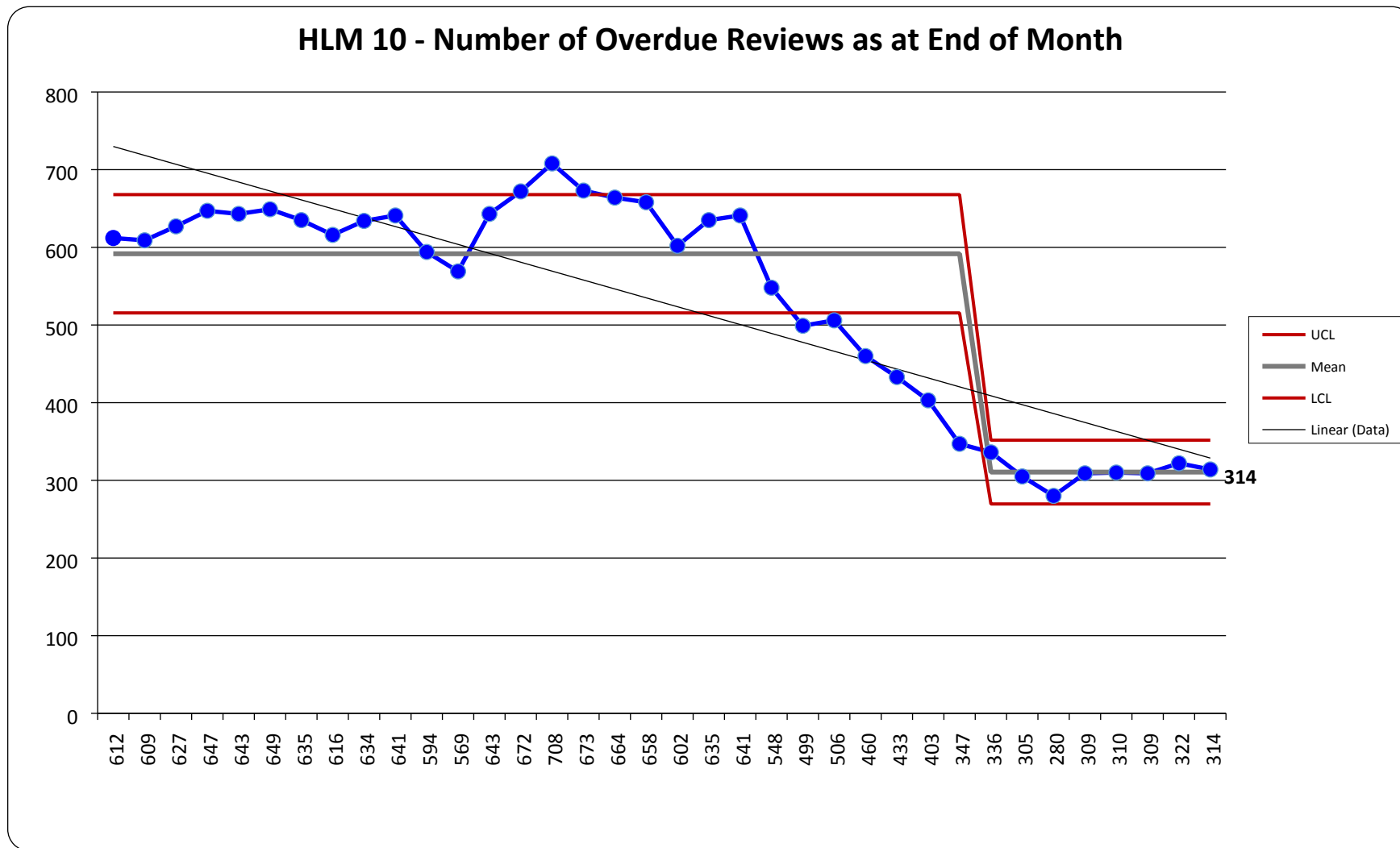
**HLM 5** – New referrals screened to Adult Services teams (excluding double counting) by Gateway during the month. These are clients which are not open to us at the time of referral/screening. NB\* the decrease between April 2017 and July 2017 can be attributed to an IT fault which unfortunately cannot be rectified by running retrospective reports.

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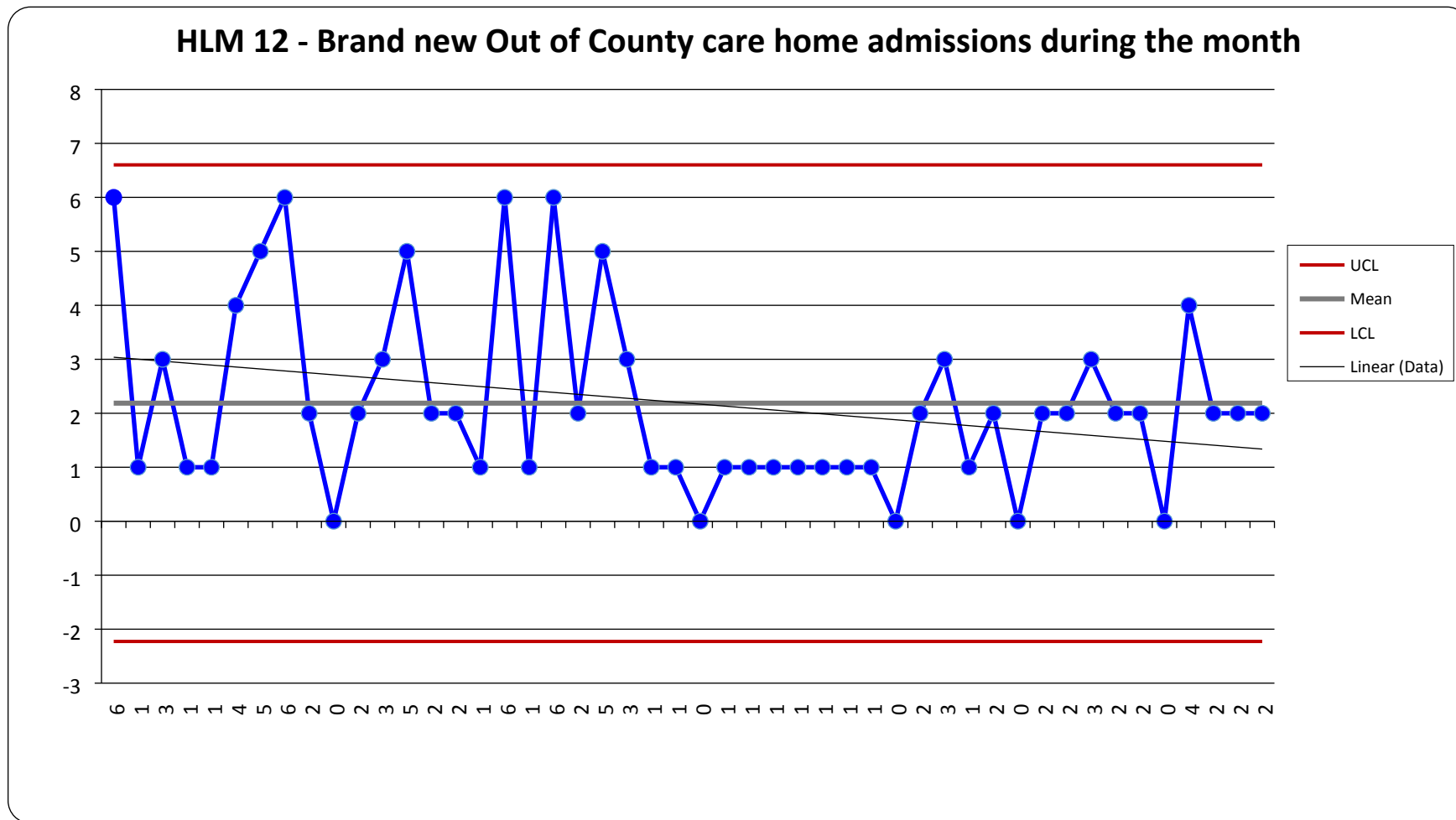
**HLM 9 – Percentage of completed supervisions of caseload holding staff within 28 working days at the end of each month.**

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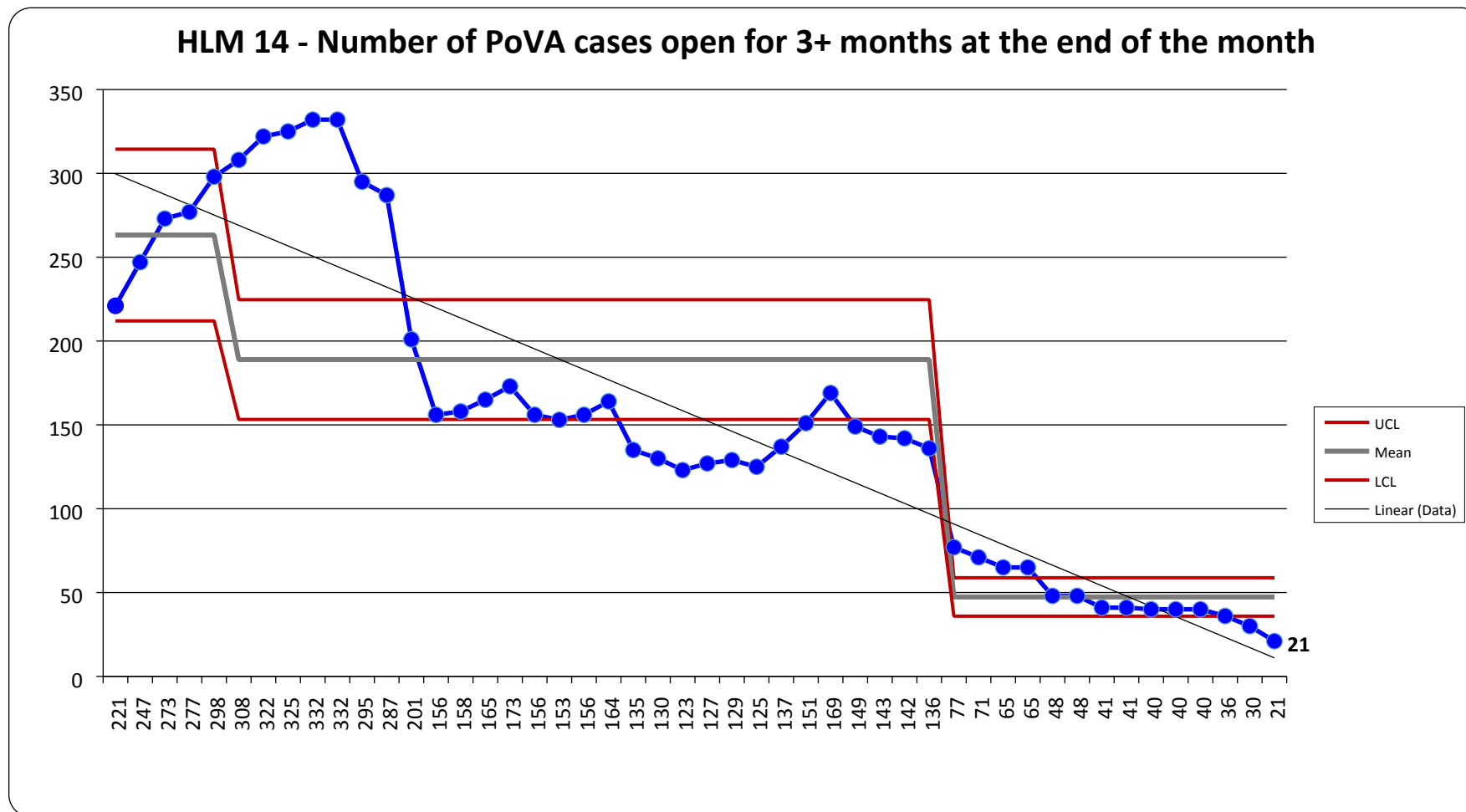
**HLM 10** – All reviews which are overdue / in the red at the end of each month. The data shows all reviews that are overdue as at a date and not just overdue for that particular month. (There is a statutory requirement to review service users care plans within a 12 month period).

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**HLM 12 – Brand new residential and nursing care home **Out of County** admissions aged 18yrs+ during each month (Excludes Respite, Supported Living, Residential Reablement, in county and border homes).**

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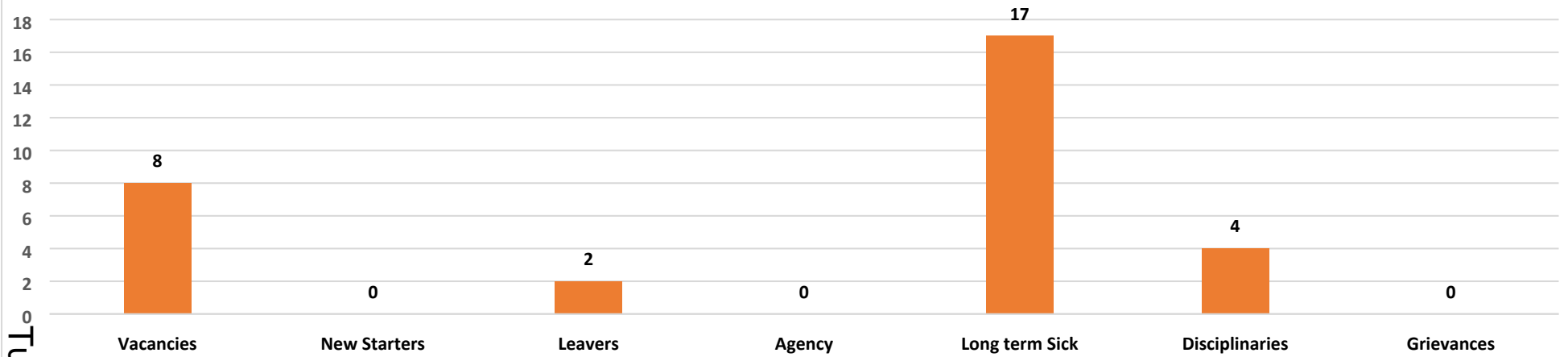
**HLM 14** – Number of Protection of Vulnerable Adults (PoVA) cases open for 3+ months at the end of each month. This figure will decrease to 0 and cease to be a High Level Measure as a new Adults at Risk process has been in place from 1<sup>st</sup> September 2017 which replaces and is different to the ‘old’ PoVA process.

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- **HR1 - Priority Indicator – The Number of Vacancies (including number of starters/leavers/agency staff/long-term sickness), Disciplinarys and Grievances across the Service**

**Social Work Services - Adults HR Data (April 18 - March 19)**

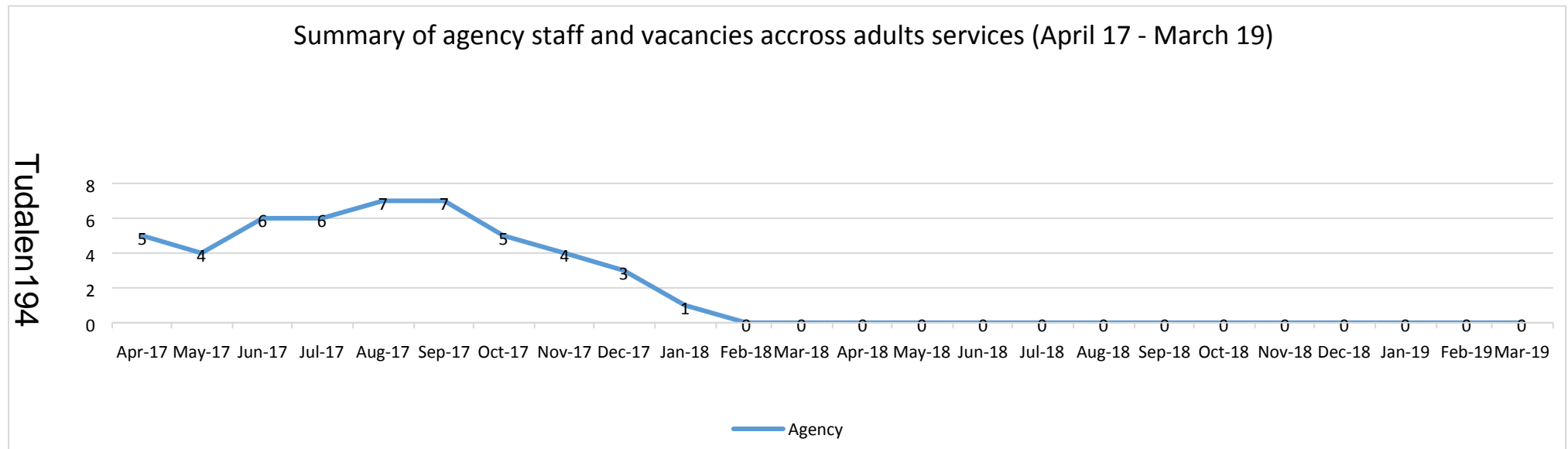


	Team Manager	Deputy Team Manager	Consultant Social Worker	Community Social Worker	Community Wellbeing Officer	Safeguarding Coordinator/Best Interest Assessor	Occupational Therapists/OT Assistant	Community Reablement Support Worker	Reablement Coordinators	Local Area Coordinators	Total
<b>Vacancies</b>	0	1	1	4	0	0	0	0	0	2	8
<b>New Starters</b>	0	0	0	4	0	0	0	0	0	0	0
<b>Leavers</b>	0	0	0	1	0	1	0	0	0	0	2
<b>Agency</b>	0	0	0	0	0	0	0	0	0	0	0
<b>Long term Sick</b>	0	0	0	3	2	4	2	6	0	0	17
<b>Disciplinarys</b>	0	0	0	0	1	0	0	0	3	0	4
<b>Grievances</b>	0	0	0	0	0	0	0	0	0	0	0

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Sickness levels have remained in their increased levels within the Homecare and Reablement Team during this quarter. Some of this is attribute to the management of Change process that has been underway during this time. However, all of these cases are being managed in line with the Maximising Attendance Procedure. The predominant reason for long term absence within Adult Services at this time remains to be “Personal Stress/Anxiety” and “Muscular Skeletal” conditions.

## HR2 – Priority Indicator – Summary of Agency Staff and Vacancies across the service from April 2017– March 2019



NB. The number of vacancies do not include those generated by the Homecare/ Reablement MoC, as these are part of the Management of Change process and are potentially not vacancies that will be filled or recruited into.

There continues to be a steady number of vacancies during this period, the majority of which are in the Social Work Teams. These vacancies have arisen due to leavers in the previous quarter, employees accessing flexible working arrangements and the release of additional funding.



Cyngor Castell-nedd Port Talbot  
Neath Port Talbot Council

## **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL SOCIAL CARE HEALTH & WELL-BEING CABINET BOARD**

**25<sup>th</sup> of July 2019**

**Report of the Head of Children and Young People Services –  
K. Warren**

### **Matter for Decision**

**Wards Affected:** All Wards

### **INTER-AGENCY (COLLABORATIVE) AGREEMENT RELATING TO THE PROVISION OF A REGIONAL ADVOCACY SERVICE TO BE DELIVERED IN THE WEST GLAMORGAN REGIONAL PARTNERSHIP BOARD**

#### **Purpose of the Report:**

To request that the Head of Children and Young People Services be granted delegated authority to enter into an Inter-Agency Agreement (“IAA”) with the City and County of Swansea (“CCoS”), for the commissioning and delivery of a regional advocacy service to be provided in the West Glamorgan Regional Partnership Board (“RPB”) area (appendix 1).

#### **Executive Summary:**

The existing provision of a regional advocacy service for children and young people in the West Glamorgan RPB area, was developed in response to a Welsh Government requirement for a national approach for the delivery of children's advocacy services.

Currently there is an IAA in place between the former Western Bay RPB Local Authority partners for the delivery of a regional children's advocacy service within the former RPB geographical area. However, the departure of Bridgend County Borough Council ("BCBC") from the former Abertawe Bro Morgannwg University Health Board ("ABMU HB") footprint and the subsequent formation of the West Glamorgan RPB means that this IAA will come to an end. As such, a new arrangement will need to be in situ to cover future partnership working between CCoS and Neath Port Talbot Council (the Council) with regards to the delivery of a regional children's advocacy service.

In light of the above, the Head of Children and Young People Services requests permission to enter in to a new IAA with CCoS.

### **Background:**

On the 3<sup>rd</sup> of July 2017, Cabinet gave approval for the Council to enter into an IAA with BCBC and CCoS (i.e. the former Western Bay RPB Local Authority partners) to commission an independent professional advocacy service for children, known as the "Western Bay Advocacy Service". This service ensured that the Council was compliant with Welsh Government's requirement for the standardisation of a national service specification and a common performance reporting tool. The aim of Welsh Government's national approach was to ensure that children subject to child protection ("CP") or "looked after children" ("LAC") procedures, are systematically informed (by a professional advocate) of their rights, including their right to an advocate.

CCoS were the designated lead organisation in the procurement of this service and oversaw the management of the regional contract. Each partner authority submits performance measures to CCoS commissioning leads, who collate and produce regional performance reports for Welsh Government.

BCBC's departure from the ABMU HB footprint to join the Cwm Taf University Health Board region in April 2019 and the subsequent realignment of partners to form the West Glamorgan RPB, has

necessitated a review of both the regional children's advocacy contract and the IAA.

The Cwm Taf RBP Local Authority partners, including BCBC, are in the process of tendering a new regional advocacy service and it is anticipated that this tender will be awarded at the end of May 2019. BCBC has continued to be part of the IAA between the former Western Bay RPB local authority's until the end of May 2019, to ensure they continuity of service provision whilst waiting for the conclusion of the Cwm Taf procurement exercise. The contract between CCoS and the current provider has been extended to allow time for CCoS officers to commence a re-procurement exercise in August 2019, leading to the awarding, and full implementation of a new West Glamorgan Regional contract for the provision of a children's advocacy service in October 2019. The new service to be tendered will reflect the changes brought about by the exit of BCBC from the existing contract. In order for the Council to continue being part of these arrangements with CCoS, the Council is required to enter into a new IAA with CCoS.

It should be noted that the terms of the existing IAA allow for both the extension of the regional contract, the departure of one partner and the continuation of the agreement with the remaining two partners. This provision is on the condition that the contract with between CCoS and the existing provider remains in place.

In order to ensure that the Council continues to meet the Welsh Government requirement of a national approach for the provision of children advocacy services once BCBC exit from the current IAA, the Head of Children and Young People Services requests members' permission to jointly commission a regional advocacy service with CCoS and enter into a new IAA with CCoS for the provision of a West Glamorgan regional advocacy service for children and young people, in which CCoS continue to be the contract lead.

**Financial Impacts:**

Welsh Government have set out the contributions each Local Authority in Wales is required to allocate for the delivery of children

advocacy services. This calculation was based on a national formula developed to identify how much each Local Authority should invest in children advocacy services.

In the 2019/20 financial year, £124,450 has been allocated from the Children Social Services base budget for the delivery of children advocacy services.

The recommendations in this report will not have a financial impact on the Council's budget as the Council's contribution towards this service will remain the same as it is under the current IAA.

### **Integrated Impact Assessment:**

A first stage impact assessment (appendix 2) has been undertaken to assist the Council in discharging its legislative duties (under the Equality Act 2010, the Welsh Language Standards (No.1) Regulations 2015, the Well-being of Future Generations (Wales) Act 2015 and the Environment (Wales) Act 2016.

The first stage assessment has indicated that a more in-depth assessment is not required. A summary of the reasons for this is included below:

The purpose of the paper is to ensure that the Council continues to discharge its statutory obligation to provide an active offer of professional independent advocacy to children and young people subject to CP or LAC proceedings.

It is a Welsh Government directive for a national approach to the delivery of children's advocacy, and that organisations deliver this on a regional basis.

Entering in to a formal Inter Agency Agreement is the accepted mechanism for ensuring that this approach is delivered and that children and young people advocacy is continues to be offered to those subject to CP or LAC. Proceedings.

The proposal does not look to change current services and the aim of the proposal is to ensure that there is continuity of service provision once Bridgend County Borough Council leave the current arrangement.

As such, the implementation of the recommended proposal will not have an adverse impact on those individuals with protected characteristics.

**Valleys Communities Impacts:**

Entering into an Inter-Agency Agreement has no spatial impact on our valleys communities and does not link to the impacts identified in the Cabinet's response to the Council's Task and Finish Group's recommendations on the Valleys.

**Workforce Impacts:**

No implications.

**Legal Impacts:**

The IAA is made under the powers conferred by Section 101 and 111 of the Local Government Act 1972, Section 25 of the Local Government Wales Act 1994, the Local Authorities (Goods and Services) Act 1970, Sections 2, 19, 20 of the Local Government Act 2000.

The IAA sets out the arrangements under which CCoS will procure and contract the relevant services. Notwithstanding the existence of the agreement, the Council will remain responsible for discharging its statutory duties in relation to the All Wales Child Protection Procedures, Social Services and Wellbeing Act 2014 Well-being of Future Generations (Wales) Act 2015 and Children Act 1989.

**Risk Management Impacts:**

No additional risks in addition to those mentioned in the body of the report.

**Consultation:**

There is no requirement for external consultation on this item as the recommendations will not result in a change to service delivery.

**Recommendations:**

It is recommended that Members approve:

- a) That the Head of Children and Young People Services be granted delegated authority to enter into an Inter-Agency Agreement with the City and County of Swansea to facilitate the procurement of a West Glamorgan Children's Advocacy Service and for the City and County of Swansea to continue to be the lead partner on this arrangement.
- b) The City and County of Swansea to lead the procurement process on behalf of Neath Port Talbot County Borough Council and for the City and County of Swansea to continue to host the contract for a regional West Glamorgan Children's Advocacy Service, which will be used by Neath Port Talbot County Borough Council.

**Reasons for Proposed Decision:**

The approach outlined within this paper, is an accepted means of discharging the Councils statutory duty to deliver the Welsh Government directive on the national approach to advocacy for children and young people.

**Implementation of Decision:**

The decision is proposed for implementation after the three day call in period

**Appendices:**

Appendix One: Collaboration agreement relating to the provision of a regional advocacy service to be delivered in the west Glamorgan area

Appendix two: Integrated Impact Assessment



**List of Background Papers:**

Cabinet Board Paper 3<sup>rd</sup> of July 2017: To Enter into an Inter Authority Agreement within the Western Bay Region for the Collaborative Procurement of Regional Advocacy Services (restricted) -

[http://modern.gov.neath-](http://modern.gov.neath-portalbot.gov.uk/ieListDocuments.aspx?CId=322&MId=7643)

[portalbot.gov.uk/ieListDocuments.aspx?CId=322&MId=7643](http://modern.gov.neath-portalbot.gov.uk/ieListDocuments.aspx?CId=322&MId=7643)

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Principle Officer for Commissioning

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01639 68479

DATED

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**COLLABORATION AGREEMENT**

**RELATING TO THE PROVISION OF A REGIONAL ADVOCACY SERVICE  
TO BE DELIVERED IN THE WEST GLAMORGAN AREA**

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**Between**

**Neath Port Talbot County Borough Council**

**And**

**The Council of the City and County of Swansea**

**THIS AGREEMENT** is made on the  
**Date”)**

2019 (“**Commencement**

## **PARTIES**

- (1) **THE COUNCIL OF THE CITY AND THE COUNTY OF SWANSEA** of Civic Centre, Oystermouth Road, Swansea, SA1 3SN (“**Host Authority**”).

And

- (2) **NEATH Port Talbot COUNTY BOROUGH COUNCIL** of Port Talbot Civic Centre, Port Talbot. SA13 1PJ (“**NPT**”)

Hereinafter, in addition to the defined names detailed above, may be referred to as the **Parties, Partners** or **Authorities** as appropriate.

## **BACKGROUND**

- (A) The Authorities have agreed to secure the provision of an advocacy service for service users in the West Glamorgan area.
- (B) The Council of the City and County of Swansea will be the Host Authority and lead in procuring the relevant services. The Host Authority will enter into an agreement with the Service Provider for the provision of the services on behalf of all Authorities detailed in this agreement (“**the Service Contract**”)
- (C) Owing to the fact that the Host Authority will be contracting with the Service Provider they will be responsible for managing the Service Contract and acting as key contact for any contractual discussions.

- (D) This Agreement facilitates the collaboration of the Authorities to enable the delivery of a regional advocacy service to those who are assessed as requiring this Service in the Neath Port Talbot and Swansea areas as more particularly described in the Service Contract (“**the Service**”).

## **IT IS AGREED**

### **1. SCOPE OF AGREEMENT**

- 1.1 This Agreement is made under the powers conferred by Section 101 and 111 of the Local Government Act 1972, Section 25 of the Local Government Wales Act 1994, the Local Authorities (Goods and Services) Act 1970, Sections 2, 19, 20 of the Local Government Act 2000, and all other enabling powers now vested in the Authorities.
- 1.2 The Authorities shall undertake to establish the Service on the terms of this Agreement in order to collaborate effectively in the spirit of this Agreement and to offer support to the Service Provider in such a way that they may deliver the Service fully in accordance with the particulars of what is defined as the Tender Documents in the Service Provider’s Agreement
- 1.3 The Authorities wish to record the basis on which they will collaborate with each other in relation to the establishment of the Service. This Agreement sets out:
- (a) The Key Objectives agreed in the Service Specification;
  - (b) The principles of collaboration referred to in Clause 3.1;

- (c) The governance structures the parties will put in place;
- (d) The respective roles and responsibilities the Authorities will have during the functioning of the Service.

## 2. **WARRANTY**

2.1 Each Authority warrants and represents to the other Authorities that, at the Commencement Date it has obtained its respective Authority's approval to:

1. Enter into this Agreement
2. Enable the Host Authority to undertake a procurement process and award the Service Contract to the Service Provider on its behalf

And it has complied with its own internal procedures and standing orders, and Public Contracts Regulations 2015, where appropriate.

Each Authority also warrants and represents to the other that at the Commencement Date all necessary and appropriate powers have been delegated to enable each Authority to comply with its obligations under this Agreement and to further the Service.

## 3. **PRINCIPLES OF COLLABORATION**

3.1 The Authorities agree to adopt the following principles when carrying out the Service (**Principles**) to:

- (a) Collaborate and co-operate. Establish and adhere to the governance structure set out in this Agreement to ensure that activities are delivered and actions taken as required;
- (b) Be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this Agreement;
- (c) Be open. Communicate openly about major concerns, issues or opportunities relating to the Service;
- (d) Learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- (e) Adopt a positive outlook. Behave in a positive, proactive manner;
- (f) Adhere to statutory requirements and best practice. Comply with applicable laws and standards including data protection and freedom of information legislation. In particular the parties agree to comply with the requirements of the Information Sharing Protocol attached to this Agreement at Schedule 1;
- (g) Act in a timely manner. Recognise the time-critical nature of the Service and respond accordingly to requests for support;
- (h) Manage stakeholders effectively;

- (i) Deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this Agreement; and
- (j) Act in good faith to support achievement of the Key Objectives and compliance with these Principles.

#### **4. HOST AUTHORITY**

4.1 The Council of the City and County of Swansea is appointed as the Host Authority for the duration of the agreement, and, subject to the Host Authority exiting the agreement in accordance with its terms in which case clause 13 applies, shall

- (a) Lead in procuring and contracting with the Service Provider;
- (b) Manage and monitor the Service Provider's performance;
- (c) Keep apprised of any and all issues that arise between the other Authorities and the Service Provider; and

1.

- (d) Implement the decisions of the Project Board unless otherwise agreed by the Authorities.

4.2 The Host Authority shall not be required to implement resolutions of the Project Board where a Representative or Representatives have acted outside their delegated authority. In such circumstances, the Host Authority will not be responsible to the Authorities for any losses the Authorities suffer howsoever caused, by its failure to implement the resolutions of the Project Board.

## 5. PROJECT GOVERNANCE

### Overview

- 5.1 The governance structure defined below provides a structure for the development and delivery of the Service.

### Guiding principles

- 5.2 The following guiding principles are agreed. The Service's governance will:
- (a) Provide strategic oversight and direction;
  - (b) Be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;
  - (c) Align decision-making authority with the criticality of the decisions required;
  - (d) Be aligned with Service scope (and may therefore require changes over time);
  - (e) Use existing structures and processes where possible to ensure good governance in the Service;
  - (f) Provide coherent, timely and efficient decision-making; and
  - (g) Correspond with the key features of the Service governance arrangements set out in this Agreement.



## **The Project Board**

- 5.3 The Project Board is responsible for overseeing the delivery of the Service. The functions and terms of reference of the Project Board are further detailed in Schedule 2.

## **6. SERVICE DELIVERY AND INVOICING**

- 6.1 Appropriate representatives from the Authorities Child and Family Services Departments shall be solely responsible for ensuring the eligibility of service users from their area accessing the Service.
- 6.2 Each Authority's Finance Officer will be individually responsible for settling invoices raised by the Service Provider that relate to the services provided to Service Users for whom they have responsibility in accordance with the particulars of the Service Contract
- 6.3 The Authorities shall be individually responsible for the day to day arrangements between the Service Provider and the Service User, to include the commencement, suspension and/or termination of services for individual service users and the review of service user needs in accordance with regulatory guidance.
- 6.4 Each respective Authority shall be individually responsible for their duties in relation to the All Wales Child Protection Procedures, Social Services and Wellbeing Act 2014 Well-being of Future Generations (Wales) Act 2015 and Children Act 1989.

- 6.5 From the commencement of the Service Contract, each Authority shall work co-operatively with the others and with the Service Provider to ensure that transition arrangements to any new Service Provider are undertaken with minimal disruption to the Service Users.
- 6.6 The Authorities agree that they shall engage with the Service Provider in such a way so as not to prejudice the interests of one Authority member over another.

## **7. INDEMNITIES AND LIMITATION OF LIABILITY**

- 7.1 Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement.
- 7.2 The Authorities shall individually remain liable for any losses or liabilities incurred due to their own or their employee's actions and no party intends that the other party shall be liable for any loss it suffers as a result of this Agreement, save that all Authorities to this agreement shall equally share all losses that are suffered, in relation to all actions, proceedings, costs, claims, demands, liabilities, losses and expenses howsoever arising (including, for the avoidance of doubt, any employment costs or losses arising from the operation of TUPE), whether in tort, default or breach of contract (including for the avoidance of doubt breach of any grant conditions) or breach of law arising directly or indirectly out of or in connection with or in any way related to the role of Host Authority or in relation to any act or omission by the Host Authority in carrying out all or any of the duties and responsibilities of the Host Authority and/or implementing the decisions of the Project Board.

7.3 The indemnity given in clause 7.2 shall not apply where the liability arises from any fraud, dishonesty, negligence, unlawful expenditure, libel or slander on the part of the Host Authority and/or where the Host Authority has acted outside the scope of its authority or in contravention of procurement legislation, where such action has not been agreed by the other Authorities.

## **8. ASSISTANCE IN LEGAL PROCEEDINGS**

8.1 If requested to do so by the Host Authority, the other Authority shall give all reasonable assistance and co-operation and provide to the Host Authority any relevant information which is not confidential in connection with any legal enquiry, arbitration or Court proceedings, in which the Host Authority may become involved, or any relevant disciplinary hearing internal to the Host Authority, or any inquiry by the Public Services Ombudsman arising out of the business of this agreement.

8.2 Where any Authority becomes aware of any incident, accident or other matter which may give rise to a complaint to the Public Services Ombudsman or a claim or legal proceedings in respect of the provision or failure in the business of this agreement, it shall notify the Project Board in writing as soon as practicable and in any event within 48 hours. Such notification in writing shall include all relevant information which is not confidential to enable the Project Board to investigate the matter fully.

8.3 Such information provided or assistance rendered pursuant to the obligation in clauses 8.1 and 8.2 above, in whatever form, shall be at no cost to the Host Authority unless otherwise ordered or determined in any decision or other outcome of any such inquiry, arbitrations, Court proceedings or enquiry by the Public Services Ombudsman.

## **9. ESCALATION**

- 9.1 If an Authority has any issues, concerns or complaints about the Service, or any matter in this Agreement, that Authority shall notify its own Project Board Representative, as defined in Schedule 2, who shall then seek to resolve the issue at the Project Board. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Social Services Directors / Chief Officers of each respective Authority, who shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Social Services Directorates of each respective Authority within 14 days, the matter may be escalated to the Chief Executives of each Authority for resolution.
- 9.2 If an Authority has any issue with the Service Provider, including but not limited to a disputed invoice, that Authority, irrespective of it not being a contracting party, shall furnish the Host Authority with all relevant information to allow it to begin the dispute resolution process. For the avoidance of doubt any losses, demands or claims that arise out of this process shall rest solely with the Authority who has instigated the dispute process.
- 9.3 If any Authority receives any formal inquiry, complaint, claim or threat of action from a third party including, but not limited to, claims made by a supplier or requests for information made under the FOIA in relation to the Service, the matter shall be promptly referred to both their own and the Host Authority's Representative.

## **10. CONFIDENTIALITY**

- 10.1 The Authorities shall keep confidential all matters relating to the Agreement and shall use all reasonable endeavours to prevent their employees from making any disclosure to any person of any matter relating to the Agreement.
- 10.2 Clause 10.1, shall not apply to:
- (a) Any disclosure of information that is reasonably required by persons engaged in the performance of their obligations under the Agreement;
  - (b) Any matter which an Authority can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause 10;
  - (c) Any disclosure which is required by law (including any order of a Court of competent jurisdiction).
  - (d) Any disclosure of information which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party; or
  - (e) Any disclosure by any Authority of any document related to the procurement of the Service Provider which the other Authorities (acting reasonably) have agreed with the disclosing Party contains no commercially sensitive information.
- 10.3 Where disclosure is permitted the recipient of the information shall be made aware of the confidential nature of the information and shall be subject to appropriate obligations of confidentiality.

- 10.4 The Authorities shall not make use of the Agreement or any information issued or provided by or on behalf of an Authority in connection with the Agreement otherwise than for the purpose of the Agreement, except with the prior written consent of the Authorities.

2.

## 11. DATA PROTECTION AND FREEDOM OF INFORMATION

### Data Protection

- 11.1 All Authorities shall comply with the notification requirements under the Data Protection Legislation ("**DPL**") as defined in Schedule 1.
- 11.2 All Authorities shall duly observe their obligations under the DPL which arise in connection with this Agreement and further agree to be guided by the Information Sharing Protocol detailed in Schedule 1 to this Agreement.
- 11.3 Prior to the commencement of the Agreement or in any event shortly afterwards, each Authority shall enter into an individual Data Protection Agreement with the Service Provider so that the appropriate management of data can be assured.

### Freedom of Information

- 11.4 Each Authority acknowledges that they are subject to the requirements of the Freedom of Information Act 2000 ("**FOIA**") and the Environmental Information Regulations 2004 ("**EIR**") and, should the request relate to the Service, shall assist and co-operate with each other to enable the Authority,

by whom the request has been received, to comply with disclosure requirements under the FOIA.

## **12. INTELLECTUAL PROPERTY**

12.1 Any Intellectual Property created through the establishment and running of the Service shall vest in the respective Authority.

12.2 Nothing in this clause shall operate to prevent or make difficult the sharing of good practice between the Authorities.

## **13. TERM AND TERMINATION**

13.1 This Agreement shall take effect on the Commencement Date and shall continue until the Service Contract expires by effluxion of time,

13.2 In the event of early termination of the Service Contract by the Service Provider or the Host Authority, the Authorities shall either:

3.

- Continue this Agreement, varied as necessary to reflect changes, for example in respect of a new Service Contract or Host Authority; or
- Terminate this Agreement

The Authorities shall provide a minimum of six months written notice to the Project Board of any intention to terminate the Service Contract

13.3 The Authorities will ensure that they offer every assistance to enable continuity of Service at the end of the Service Contract Term. This will include provision of any necessary information required for the partner

Authorities to enter into alternative arrangements or extend the Service Contract in accordance with the provisions therein.

- 13.4 In the event of termination of the Service Contract or this Agreement, each Authority and any successor organisation shall remain liable for any financial or other obligation or liability (actual or contingent) incurred during the period as a party to this agreement in respect of the Service.

#### **14. VARIATION**

- 14.1 This Agreement, including the Schedules, may only be varied by written agreement of each Authority.

#### **15. CHARGES AND LIABILITIES**

- 15.1 The Service Provider shall be tasked with invoicing each Authority individually for services provided in accordance with the terms of the Service Contract. It shall be the responsibility of each Authority to settle any and all invoices received from the Service Provider. Any disputed invoice shall follow the process detailed in clause 9.2.
- 15.2 The Host Authority shall be entitled to recover all monies and reasonable administrative fees incurred in the event of the Host Authority having to settle any correctly presented unpaid NPT invoices.
- 15.3 The Authorities shall remain solely liable for any losses or liabilities incurred due to their own or their employee's unauthorised actions or omissions.



## **16. GOVERNING LAW AND JURISDICTION**

16.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales as they apply in Wales and, without affecting the escalation procedure set out in clause 9, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

## **17. FAIR DEALINGS**

17.1 The Authorities recognise that it is impracticable to make provision for every contingency which may arise during the life of this Agreement and they declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of any of them and that if in the course of the performance of this Agreement, unfairness to any of them does or may result then the others shall use their reasonable endeavours to agree upon such action as may be necessary to remove the cause or causes of such unfairness.

## **18. COUNTERPARTS**

18.1 This Agreement may be executed in two or more counterparts each one of which shall constitute an original but which, when taken together, shall constitute one instrument.

## **19. FORCE MAJEURE**

19.1 In this Agreement "force majeure" shall mean any cause preventing a party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including without limitation act of God, war,

riot, civil commotion, malicious damage, compliance with any law or governmental order rule regulation or direction, accident, fire, flood or storm.

19.2 If any Authority is prevented or delayed in the performance of any or all of its obligations under this Agreement by force majeure, that party shall forthwith serve notice in writing on the other party or parties specifying the nature and extent of the circumstances giving rise to force majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events.

19.3 The Authority affected by force majeure shall use all reasonable endeavours to bring the force majeure event to a close or to find a solution by which the Agreement may be performed, despite the continuance of the force majeure event.

## **20. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

20.1 The Contracts (Rights of Third Parties) Act 1999 is hereby excluded.

20.2 No variation to this Agreement and no supplemental or ancillary agreement to this Agreement shall create any such rights unless expressly so stated in any such agreement by the parties to this Agreement.

20.3 This Clause does not affect any right or remedy of a third party, which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

## **21. SEVERABILITY**

21.1 If at any time any part of this Agreement (including any one or more of the clauses of this Agreement or any sub-clause or paragraph or any part of one or more of these clauses) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.

## **22. WAIVER**

22.1 The rights and remedies of any party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such party to the other nor by failure of, or delay by the said party in ascertaining or exercising of any such rights or remedies. The waiver by any party of any breach of this Agreement shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

## **23. NOTICES**

23.1 All notices under this Agreement shall only be validly given, if given in writing, addressed to the Chief Executive.

23.2 Any notices required to be given under this Agreement must be in writing and may be served by personal delivery, post (special or recorded delivery or first class post) or facsimile at the address set out at the beginning of this Agreement or at such other address as each party may give to the other for the purpose of service of notices under this Agreement.

23.3 Notices shall be deemed to be served at the time when the notice is handed to or left at the address of the party to be served (in the case of personal delivery) or the day (not being a Saturday, Sunday or public holiday) next following the day of posting (in the case of notices served by post) or at 10 a.m. on the next day (not being a Saturday, Sunday or public holiday) following dispatch if sent by facsimile transmission.

23.4 To prove service of any notice, it shall be sufficient to show in the case of a notice delivered by hand that the same was duly addressed and delivered by hand and in the case of a notice served by post that the same was duly addressed prepaid and posted special or recorded delivery or by first class post. In the case of a notice given by facsimile transmission, it shall be sufficient to show that it was dispatched in a legible and complete form to the correct telephone number without any error message on the confirmation copy of the transmission.

23.5 Any Partner serving a notice on another Partner under this Clause shall promptly copy such notice to the other Partners.

## **24. EXCLUSION OF PARTNERSHIP AND AGENCY**

24.1 The Partners expressly agree that nothing in this Agreement in any way creates a legal partnership between them.

24.2 No Partner or any of its employees or agents will in any circumstances hold itself out to be the servant or agent of the other Partners, except where expressly permitted by this Agreement.

## **25 ASSIGNMENT AND SUB AGREEMENTS**

25.1 The Partners shall not assign or transfer the whole or any part of this Agreement, without the prior written consent of the other Partners except where expressly permitted by the Agreement.

This Agreement has been entered into as a Deed on the date stated at the beginning of it.

**THE COMMON SEAL of THE COUNCIL OF )**  
**THE CITY AND COUNTY OF SWANSEA )**  
Was hereunto affixed in the presence of: - )

**Authorised Officer:**

**THE COMMON SEAL of NEATH PORT** )  
**TALBOT COUNTY BOROUGH COUNCIL** )  
Was hereunto affixed in the presence of: - )

**Proper Officer**

## Schedule 1 - Information Sharing Protocol

**Data Protection Legislation** : (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

**Data Protection Impact Assessment** : an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

**Controller , Processor , Data Subject , Personal Data , Personal Data Breach , Data Protection Officer** take the meaning given in the GDPR.

**Data Loss Event** : any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

**Data Subject Access Request** : a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

**DPA 2018** : Data Protection Act 2018

**GDPR** : the General Data Protection Regulation (Regulation (EU) 2016/679)

**LED** : Law Enforcement Directive (Directive (EU) 2016/680)

**Protective Measures** : appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

**Sub-processor** : any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement

## 1. PROTECTION OF DATA

1.1 It is understood by each Authority that there is a great deal of data, much of it sensitive, processed by the teams in each Authority area. As a result of the collaborative working it is likely that, at times, Personal Data may be transferred between Authorities for the benefit of the Project.

1.2 This Schedule aims to clarify each Authority's duty when receiving Personal Data from another Authority.

1.3 With respect to the Authorities rights and obligations under this Agreement, the Authorities agree that each Authority is the Data Controller in respect of the work undertaken in that area relating to the Integrated Service. And that if such Data is passed to another Authority that Authority will be regarded as the Data Processor.

1.4 Each Authority that acts as Processor shall:

- (a) Process the Personal Data only in accordance with instructions from the Data Controller;
- (b) Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Project or as is required by law or any regulatory body;
- (c) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
- (d) obtain prior written consent from the Authority in order to transfer the Personal Data to any affiliates for the provision of the Project;
- (e) ensure that all Employees required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Schedule;
- (f) ensure that none of the Employees publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Data Controller;



(g) notify the Data Controller (within five Working Days), if it receives:

- a request from a Data Subject to have access to that person's Personal Data; or
- a complaint or request relating to the Authority's obligations under the Data Protection Legislation;
- provide the Authority with full co-operation and assistance in relation to any complaint or request made, including by:
- providing the Authority with full details of the complaint or request;
- providing the Authority with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Authority); and
- providing the Authority with any information requested by the Authority.

1.5 Each Authority shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this agreement in such a way as to cause any other Authority to breach any of its applicable obligations under the Data Protection Legislation.

1.6 Each Authority agrees that if a data subject access request is received then the Authority which is deemed to be Data Controller shall be responsible for all expenses relating to such request.

## **2. DATA STORAGE**

2.1 Each Authority shall be responsible for storing their own data in respect of services undertaken in their respective jurisdiction and shall do so in accordance with the Data Protection Legislation. All data relating to the service will be held by the Host Authority in accordance with the provisions of the Data Protection Legislation.

2.2 Each Authority shall store any Personal Data received from the other Authority for the duration required to discharge its obligation under this

Agreement and shall be returned or destroyed thereafter in accordance with the Data Protection Legislation.

## Schedule 2 - Project Board

### 1. MEMBERSHIP

1.1 The Project Board will comprise of:

Authority	Position of Representative
Swansea	Head of Child and Family Services
Neath Port Talbot	Head of Child and Family Services

1.2 From the Commencement Date the make-up and operation of the Project Board shall be governed by the Agreement. Each Party shall appoint one officer (**Representative**) as set out in the table in 1.1.

1.3 Each Project Board member shall have delegated authority to make decisions, relating only to the Terms of Reference detailed, in Paragraph 3 below, on behalf of the Authorities. Save for those matters which shall be referred back to the Authorities for resolution in accordance with the terms of this Agreement.

1.4 An officer shall cease automatically to be a Representative if she/he ceases to be an officer of the Authority that she/he represents at the Project Board.

1.5 For the first year of the Service Provider contract each Authority agrees to pay the following financial contribution to the Service Provider ('Core Funding') as a minimum:

<b>Swansea</b>	£144,662
<b>Neath Port Talbot</b>	£121,004

Total Cost: £265,666.00

- 1.6 The Core Funding represents 80% of the Maximum Budget Envelope required to deliver the National Approach for Statutory Advocacy, as calculated by the Range and Level Mechanism. Should the Service Provider exceed the number of hours of advocacy funded via the Core Funding as specified in the Service Contract, the Authorities agree to pay up to an additional 20% of the Maximum Budget Envelope to the Service Provider ('Additional Funding'). Further information regarding the Core Funding, Additional Funding and Maximum Budget Envelope is set out in Schedule 2 of the Service Contract.
- 1.7 The Authorities shall individually be responsible for negotiating the aspects of growth of the Service and the financial contributions of their respective service areas with the Service Provider subject to the particulars of the negotiations being agreed by all Authority members through the Project Board.
- 1.8 The Project Board may make decisions by electronic agreement of the Representatives of the Project Board only. In such instances, all Authorities must collectively agree on any decisions made and the Host Authority will be responsible for securing email records of decisions made.
- 1.9 The Host Authority shall take the lead in the monitoring and reviewing the performance of the Service Provider where any performance reviews being

undertaken shall be undertaken at the direction of the Project Board or their delegated representatives.

## **2. MEETINGS AND DECISIONS**

2.1 The Project Board shall meet as and when necessary but in any event at least quarterly.

2.2 Only a Representative may call a meeting of the Project Board.

The Project Board may propose decisions based on Representatives from any two Authorities being present, though any such proposals may only be actioned through an endorsement, in writing, by the third Authority. Only by the collective agreement of all three Authorities may a decision be reached through the Project Board.

2.3 No business shall be conducted at any meeting of the Project Board unless a quorum of each Authority is present at the meeting.

2.4 The Project Board may convene an Operations Board or Task Finish Group to manage the day to day relationship or undertake designated tasks that contribute towards the success of the Regional Advocacy Service.

2.5 Any meetings shall be held within the West Glamorgan region at a location and time determined by the Project Board.

2.6 A Representative may appoint an authorised deputy to attend any Project Board meeting on his or her behalf. Where practicable the Project Board should be made aware of such substitution.

- 2.7 Any meeting of the Project Board may be summoned on the giving of not less than 5 working days' notice to all other parties and such meeting must be held within 3 working days following expiration of the notice.
- 2.8 Each Representative (or an authorised representative) will use their best endeavours to reach a consensus which contributes to the success of the Regional Advocacy Service.
- 2.9 Any decision of the Project Board must be passed by a unanimous vote.
- 2.10 Representatives may invite one or more guest officers, including any member of the Operations Board from the Authorities to attend meetings of the Project Board. Guest officers would attend in a non-voting capacity to provide information and expertise when required.
- 2.11 The minutes of the proceedings of every meeting of the Project Board shall be drawn up by the Host Authority. Copies shall be circulated to all those in attendance within 2 weeks of the date of such meeting.

### **3. TERMS OF REFERENCE**

- 3.1 The activities of the Project Board shall include but not be limited to:
- (a) monitoring and reviewing the standards of the Service Provider;
  - (b) resolving any conflicts between competing interests of the Authorities;
  - (c) the contract management of the Service Contract;
  - (d) reviewing the governance arrangement set out by this Agreement;

- (e) resolving any disputes referred to it via the escalation procedure;
- (f) communicating major concerns, issues or opportunities relating to the Service.

3.2 For the avoidance of doubt, any fundamental matters relating to this Agreement, including but not limited to the following, shall be referred back to each individual Authority for decision or agreement:

- (a) Early termination of the Service Contract
- (b) Termination of this Agreement
- (c) Withdrawal by any Authority from this Agreement



## Impact Assessment - First Stage

### 1. Details of the initiative

**Initiative description and summary:**

INTER-AGENCY AGREEMENT (IAA) RELATING TO THE PROVISION OF A REGIONAL ADVOCACY SERVICE TO BE DELIVERED IN THE WEST GLAMORGAN AREA

**Service Area:** CHILDREN AND YOUNG PEOPLE SERVICES

**Directorate:** SOCIAL CARE HEALTH AND WELLBEING

### 2. Does the initiative affect:

	Yes	No
Service users	X	
Staff		X
Wider community		X
Internal administrative process only		X

### 3. Does the initiative impact on people because of their:

	Yes	No	None/ Negligible	Don't Know	Impact H/M/L	Reasons for your decision (including evidence)/How might it impact?



Age	Yes				H	<p>This proposal is to ensure that children and young people subject to child protection (CP) or looked after (LAC) procedures receive an active offer of independent professional advocacy. As such, this proposal has a high likelihood of impacting on people due to their age.</p> <p>The approach outlined within the paper, is an accepted means of discharging NPTC statutory duty to deliver the Welsh Government directive on the national approach to advocacy for children and young people. As such the proposal will have a positive impact on those with a protected characteristic by virtue of their age as the proposal ensures that people eligible for the service are able to access independent advocacy so that children and young people are supported through the process.</p> <p>In addition, entering into a new IAA will ensure that these vital services continue to be delivered.</p> <p>Not implementing the proposal would result in the Council not complying with Welsh Governments requirement for a national approach to children advocacy services. Non-compliance would have a negative impact on children and young people and therefore presents a risk that the Council acts in a way that discriminates against people with an</p>
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						age related protected characteristic if the proposal was not implemented.
Disability		No			L	<p>The purpose of the proposal is to provide an active offer of independent professional advocacy for all children and young people subject to CP or LAC proceedings. Whilst some children in proceedings may have a disability, it is not anticipated that children and young people with a disability will have a higher than average requirement to access the service.</p> <p>Any potential impact of this proposal on people with a protected characteristic by virtue of their disability will be positive as the proposal affords children and young people who have a disability the same opportunity to be supported through the CP/ LAC proceedings as those who do not have a disability.</p> <p>In addition, entering into a new IAA will ensure that these vital services continue to be delivered.</p>
Gender Reassignment		No			L	<p>The purpose of the report is to provide an active offer of independent professional advocacy for all children and young people subject to child protection or looked after proceedings. Whilst some children in proceedings may be transgender, it is not anticipated that transgender children and young people will have a higher than average requirement to access the service.</p>

						<p>Any potential impact of this proposal on people by virtue of their gender identity will be positive as the proposal enables transgender children and young people to have the same opportunity to be supported through the CP/ LAC proceedings as those without this protected characteristic.</p> <p>In addition, entering into a new IAA will ensure that these vital services continue to be delivered</p>
Marriage/Civil Partnership		No			L	<p>The purposes of the services to support the child or young person who is in the process of CP or LAC proceedings. so that they voice can be heard in the decision making process.</p> <p>Although LAC goes up to 21 (25 if the YP is in education), people over the age of 18 would not be <b>new</b> to proceedings, and people between 16 &amp; 18 are also unlikely to be in proceedings. Any existing LAC aged 16 to 18 would need parental (or corporate parental) consent to marry or enter into a civil partnership. The advocacy service would not cover this, however in both scenarios the child / young person will have a young person's advisor who will support them.</p>

Pregnancy/Maternity		No			L	<p>The purpose of the report is to provide an active offer of independent professional advocacy for all children and young people subject to CP or LAC proceedings. Some children in proceedings may be parents or pregnant, however this will not impact their ability to access the service and the proposal will ensure that they have equal rights and the same opportunities to receive this service as those that do not share this protected characteristic.</p> <p>In addition, entering into a new IAA will ensure that these vital services continue to be delivered.</p>
Race		No			L	<p>The purpose of the report is to provide an active offer of independent professional advocacy for all children and young people subject to child protection or looked after proceedings. Children and young people subject to proceedings will come from a range of ethnic backgrounds. However this will not impact their ability to access the service and will have equal rights and the same opportunities to receive this service as those that do not share this protected characteristic.</p> <p>In addition, entering into a new IAA will ensure that these vital services continue to be delivered.</p>
Religion/Belief		No			L	<p>The purpose of the report is to provide an active offer of independent professional advocacy for all</p>

					<p>children and young people subject to child protection or looked after proceedings. Children subject to proceedings will have a range of religious or belief systems. However this will not impact their ability to access the service and they will have equal rights and the same opportunities to receive this service as those that do not share this protected characteristic.</p> <p>In addition, entering into a new IAA will ensure that these vital services continue to be delivered.</p>
Sex		No		L	<p>The purpose of the report is to provide an active offer of independent professional advocacy for all children and young people subject to child protection or looked after proceedings. Both male and female children and young people will be subject to proceedings and it is not anticipated that one gender may be more impacted than the other through the implementation of this proposal.</p>
Sexual orientation		No		L	<p>The purpose of the report is to provide an active offer of independent professional advocacy for all children and young people subject to child protection or looked after proceedings. Whilst children and young people in receipt of the service will have a range of sexual orientation identities, this will not impact their ability to access the service and they will have equal rights and the same opportunities to receive this service as those that do not share this protected characteristic.</p>

						In addition, entering into a new IAA will ensure that these vital services continue to be delivered.
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#### 4. Does the initiative impact on:

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence used) / How might it impact?
People's opportunities to use the Welsh language	<b>x</b>				<b>H</b>	The proposal is to ensure that the Council is able to meet Welsh Government's requirement for a national advocacy service. The proposal will have a positive impact on people's opportunities to use the Welsh language as the contract for these services requires the provider to deliver the service in Welsh when required. This means that children and young people requiring an advocacy service will be supported to access this support in through the medium of Welsh.
Treating the Welsh language no less favourably than English	<b>x</b>				<b>H</b>	The proposal is to ensure that the Council is able to meet Welsh Government's requirement for a national advocacy service. The proposal will have a positive impact on people's opportunities to use the Welsh

						language as the contract for these services requires the provider to deliver the service in Welsh when required. This means that children and young people requiring an advocacy service will be supported to access this support in through the medium of Welsh and as such ensures that the Welsh language is treated as favourably as the English language.
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**5. Does the initiative impact on biodiversity:**

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence) / How might it impact?
To maintain and enhance biodiversity		No			L	This proposal is for the delivery of services that is unlikely to impact on biodiversity.
To promote the resilience of ecosystems, i.e. supporting protection of the wider environment, such as air quality, flood alleviation, etc.		No			L	This proposal is for the delivery of services that is unlikely to impact on the resilience of ecosystems.

**6. Does the initiative embrace the sustainable development principle (5 ways of working):**

	Yes	No	Details
<b>Long term</b> - how the initiative supports the long term well-being of people	x		This initiative is in response to national drivers from Welsh Government for the standardisation of a national service specification and a common performance reporting tool to ensure children subject to child protection or looked after procedures are systematically informed (by a professional advocate) of their rights, including their right to an advocate.
<b>Integration</b> - how the initiative impacts upon our wellbeing objectives	x		As above.
<b>Involvement</b> - how people have been involved in developing the initiative	X		Advocacy services helps to ensure that people are able to express that matters to them and are informed of their right so that they are able to be actively involved in CP/LAC proceedings.
<b>Collaboration</b> - how we have worked with other services/organisations to find shared sustainable solutions	x		This proposals enables regional working to deliver a standardised national approach to the delivery of children's advocacy services across West Glamorgan Area.
<b>Prevention</b> - how the initiative will prevent problems occurring or getting worse	x		Early access to independent advocacy allows the Child or young person subject to CP or LAC to receive an active offer of independent professional advocacy. This will help ensure that children and young people are informed and are able to express what matters to them.



**7. Declaration - based on above assessment (tick as appropriate):**

A full impact assessment (second stage) <b>is not</b> required	✓
Reasons for this conclusion	
<p>The purpose of the paper is to ensure that the Council continues to discharge its statutory obligation to provide an active offer of professional independent advocacy to children and young people subject to CP or LAC proceedings.</p> <p>It is a Welsh Government directive for a national approach to the delivery of children's advocacy, and that organisations deliver this on a regional basis.</p> <p>Entering in to a formal Inter Agency Agreement is the accepted mechanism for ensuring that this approach is delivered and that children and young people advocacy is continues to be offered to those subject to CP or LAC. Proceedings.</p> <p>The proposal does not look to change current services and the aim of the proposal is to ensure that there is continuity of service provision once Bridgend County Borough Council leave the current arrangement.</p> <p>As such, the implementation of the recommendations within the paper will not have an adverse impact on those individuals with protected characteristics.</p>	
A full impact assessment (second stage) <b>is</b> required	

Reasons for this conclusion

	<b>Name</b>	<b>Position</b>	<b>Signature</b>	<b>Date</b>
Completed by	Julie Duggan	Interim Snr Strategic Commissioning Manager		20.05.2019
Signed off by	Keri Warren	Head of Service/Director		20.05.19

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